Terms and Conditions – Sea Waybill

1. DEFINITIONS

“Carrier” means the company Van den Bosch FZCO, Mazaya BB1 - Unit #4107, Mazaya Business Avenue, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

“Merchant” includes the shipper, the consignee, the receiver of the Goods, the holder of this Sea Waybill, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

“Goods” means the cargo supplied by the Merchant and described on the reverse side of this Sea Waybill and includes any Container whether or not supplied by or on behalf of the Carrier.

“Container” includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate goods.

“Carriage” means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

“Combined Transport” arises where the Carriage called for by this Sea Waybill is not a Port to Port Shipment.

“Port to Port Shipment” arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Sea Waybill or if both the Place of Receipt and the Place of Delivery indicated are ports and the Sea Waybill does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.

"Hague Rules" means the provisions of the international Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and/or the Protocol signed at Brussels on 21 December 1979.

"Charges" includes freight and all expenses and money obligations incurred and payable by the Merchant.

"Shipping Unit" shall mean each physical unit or piece of Cargo not shipped in a package, including articles or things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges.

"Person" includes an individual, a partnership, a body corporate or other entity. "Stuffed"

includes filled, consolidated, packed, loaded or secured.

2. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever caused and/or occurring (and, without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this Sea Waybill) and whether the action be founded in contract, or is brought as a non-contractual claim and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

3. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Sea Waybill and the applicable Tariff, this Sea Waybill shall prevail.

4. WARRANTY

The contract evidenced by this Sea Waybill is between the Carrier and the Shipper. The Shipper, who is the only party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide the Merchant and in particular the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill. The Shipper warrants that in agreeing to the terms and conditions in this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.

5. DELIVERY

This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

6. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

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

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or 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 Sea Waybill.

7. CARRIER'S Responsibility

(1) CLAUSE PARAMOUNT

(A) Subject to clause 14 below, this Sea Waybill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules unless the Hague-Visby Rules are compulsorily applicable.

(B) The Carrier shall be entitled to (and nothing in this Sea Waybill shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessels on which the Goods are carried.

(2) PORT TO PORT SHIPMENT

The period of responsibility of the Carrier is limited to that part of the Carriage from the moment that the Goods are loaded onto the vessel up to discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Carrier shall therefore be under no liability whatsoever when loss or damage arises prior to or during loading on or subsequent to discharge from the Vessel.

The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this Sea Waybill.

(3) COMBINED TRANSPORT

The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points. Save as is otherwise provided in this Sea Waybill, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved:

(i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules that would have applied under 7(1)(A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules;

(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors

causing the loss or damage; he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(iii) If any court shall determine that no international convention, national law or regulation would have been compulsorily applicable the Carrier's liability in respect of loss of or damage to Goods shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided at 7(2) above, but in no event whatsoever shall the Carrier's liability exceed US $500,-- legal tender per package.

(B) Where the stage of Carriage where the loss or damage occurred can be proved:

(i) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions:

(a) cannot be departed from by private contract to the detriment of the Merchant, and;

(b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(ii) With respect to transportation by road the provisions of the CMR Convention (Convention on the Contract for the International Carriage of Goods by Road, 19th May 1956 as amended by Protocol to the CMR of 5th July 1978) will apply even in case the carriage does not fall within the scope of article 1 of the CMR Convention.

(iii) If any court shall determine that no international convention, national law or regulation would have been compulsorily applicable the Carrier's liability in respect of loss of or damage to Goods shall be determined as if the loss and/or damage complained of occurred during the Port-to-Port section of carriage as provided at 7(2) above, but in no event whatsoever shall the Carrier's liability exceed US $500,-- legal tender per package.

(4) GENERAL PROVISIONS

(A) Value of the goods

The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(B) Delay. Consequential Loss

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or loss of profit or damage caused by delay or any other cause whatsoever. The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of destination at a particular time. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

For other damages, losses, injuries or expenses than loss of or damage to Goods or delay, the Carrier's liability howsoever arising shall in all cases be limited to US
$5000,-- per occurrence or series of occurrences with one and the same cause of damage.

(C) Package or Shipping Unit Limitation

Where the Hague Rules or the Hague-Visby Rules are compulsorily applicable to this Sea Waybill, the Carrier shall not, unless a declared value has been noted in accordance with (D) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules. In case the Hague Rules are applicable, the limitation shall be US $500,-- legal tender per package or shipping unit.

(D) Ad Valorem: Declared Value of Package or Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Sea Waybill in the space provided and extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(E) Package or Shipping Unit

Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Sea Waybill in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(F) Rust, etc.

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

(G) Description of goods

No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(H) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Sea Waybill unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Sea Waybill or, if the loss or damage is not apparent, within three consecutive days thereafter.

(l) Time-bar

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

8. MERCHANTS RESPONSIBILITY

(1) Every person coming within the definition of “Merchant” is jointly and severally liable toward the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Waybill and to pay the Charges due under it without deduction or set-off.

(2) 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 including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(3) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(4) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(5) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier’s express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being

distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges and the Carrier shall not be liable to make general average contributions in respect of these goods.

(6) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 6(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(7) 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 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

9. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of this Sea Waybill shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a container has been stuffed by or on behalf of the Merchant.

(A) the Carrier shall not be liable for loss of or damage to the Goods

(i) caused by the manner in which the Container has been stuffed;

(ii) caused by the unsuitability of the Goods for carriage in Containers;

(iii) caused by the unsuitability or defective condition of the Container or the incorrect setting of any of the refrigeration controls provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;

(iv) if the Container is not sealed at the commencement of the Carriage;

(v) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

(B) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

9A. USE OF CONTAINERS

(1) Containers supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted and if applicable customs cleared and in every way fit to be transported, within the time prescribed in the Carrier's tariff or elsewhere.

(2) Should a Container not be returned in the condition required and/or within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss, damage or expense incurred as a result thereof, including demurrage, of such articles.

(3) The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local Carrier's agent at the Ports of Loading and Discharge. Free time runs from the date of release from the nominated depot until the day of departure in the Port of Loading and from the date of discharge in the

Port of Discharge until return to the nominated depot, as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed. Demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the Tariff.

(4) Containers released into the care of the Merchant are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of and/or damage and/or delay to such Containers, and all liability claims from third parties or costs or fines resulting from Merchant's use of such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

10. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non compliance.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(3) Acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that the Goods were verified by the Carrier as being at the carrying temperature or humidity designated by the Merchant.

11. INSPECTION OF GOODS

The Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

12. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenever and howsoever arising (whether or not the Carriage has commenced) the Carrier may at its discretion;

(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease;

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage.

Any such action shall constitute complete and final delivery and full performance of this Contract and Carriage.

(2) In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(3) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

13. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant:
use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever: proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising there from shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

14. DECK CARGO

(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever

nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Sea Waybill if the Goods had been stowed below deck.

(2) Goods which are stated on the front of this Sea Waybill to be carried on deck and which are so carried are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of Deck Cargo.

15. DELIVERY OF GOODS

(1) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

(2) If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at his discretion and without prejudice to any other rights which he

may have against the Merchant, without notice and without any responsibility attaching to him sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Sea Waybill.

(3) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

16. BOTH-TO-BLAME COLLISION

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

17. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjusted, stated and settled according to the York-Antwerp Rules 1994 at any place in the Carrier's option, or according to the regime and at the place chosen by the Vessel's operator, and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless

the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to appoint an adjuster, to publish an adjustment, to exercise a right of retention and/or to collect Security for General Average contributions due to the Merchant.

18. CHARGES

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

19. RIGHT OF RETENTION AND RIGHT OF PLEDGE

The Carrier shall have a right of retention and a right of pledge on Goods and any documents relating thereto for all sums whatsoever due at any lime to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same as well as for all sums due under any other contract whether or not related to the subject Carriage, and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense

and without any liability towards the Merchant and to recover the difference between the amount due and the amount realized from the Merchant.

20. VARIATION OF THE CONTRACT

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

21. PARTIAL INVALIDITY

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

22. LAW AND JURISDICTION

(1) The contract evidenced by or contained in this Sea Waybill and any non- contractual dispute arising out of or in connection with it shall be construed in accordance with and governed by Dutch law.

(2) Any and all actions against the Carrier in respect of the Goods or arising out of the Carriage shall be brought in the District Court of Rotterdam to the exclusion of the jurisdiction of any other court.

(3) Any such actions against the Merchant may be brought before the said court or any other competent court at the Carrier's option.