

# **B/L Reverse-side Clause**

[ 2017 Completed Revision ]

- Final Edition -

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**Dongyoung Shipping Co., Ltd.**

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## 1. Definition

- (1) "Carriage" means the whole or any part of the operations and services undertaken by Carrier in respect of Goods covered under this Bill of Lading.
- (2) "Carrier" means "**DONGYOUNG SHIPPING CO., LTD.**", Seoul, Korea and the vessel and/or her owner. "**DONGYOUNG SHIPPING CO., LTD.**" is the trade name of the Carrier.
- (3) "Through Bill of Lading " as used herein refers to the contract evidenced by this Bill of Lading when it covers the carriage of the Goods from the place of receipt from the Merchant to the place of delivery to the Merchant by the Carrier plus one or more Underlying Carriers.
- (4) "Through Transportation" means carriage of the Goods under this Bill of Lading from place of receipt from the Merchant to place of delivery to the Merchant by the Carrier plus one or more Underlying Carriers.
- (5) "Intermodal Transportation" means carriage of the Goods under this Bill of Lading by the Carrier plus one or more inland Carriers, from the place of receipt from the Merchant or his agent to the place of delivery to the Merchant or his agent.
- (6) "Underlying Carrier" includes any water, rail, motor, air or other carrier utilized by the Carrier for any part of the transportation of the shipment covered by this Through Bill of Lading.
- (7) "Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.
- (8) "Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.
- (9) "Holder" means any Person for the time being in possession of this Bill of Lading or to whom rights of suit and/or liability under this Bill of Lading have been transferred or vested.
- (10) "Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of such Person.
- (11) "Person" includes an individual, corporation, or other legal entity.
- (12) "Vessel" means any water borne craft used in the Carriage under this Bill of Lading which may be a feeder vessel or an ocean vessel.

(13) "Package" means the single largest unit of Goods (e.g., container, pallet, box, bale) delivered by Merchant to Carrier for carriage pursuant to the terms of this Bill of Lading.

(14) "Sub-contractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators, warehousemen, and any independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage and any direct or indirect Subcontractors, servants and agents thereof whether in direct contractual privity or not.

(15) "Hague-Visby Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 as amended by the Protocol signed at Brussels on 23 February 1968.

## **2. Carrier's Tariff**

The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

## **3. Warranty**

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of the Person owning or entitled to possession of the Goods and this Bill of Lading.

## **4. Clause Paramount**

(1) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 24 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Bill of Lading. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply. When there is no enactment of the Hague-Visby Rules in the country of shipment and destination, the Hague-Visby Rules shall apply to this Bill of Lading. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

- (2) The applicable Hague-Visby legislation shall govern throughout the time when the Goods are in the actual or constructive custody of the Carrier. The Carrier takes all reservation possible under the Hague-Visby legislation relating to the period before loading and after discharging and while the Goods are in the charge of another Carrier, and to deck cargo and live animals.

## 5. Sub-contracting

- (1) For the purpose of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier); Underlying Carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (include their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.
- (2) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.
- (3) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Article III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the Carrier who shall be entitled to enforce the same against the Merchant.
- (4) **(a)** The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and **(b)** The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.
- (5) For the purpose of sub-paragraphs (1)-(5) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in

sub-clause (1) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

## **6. Carrier's responsibility**

- (1) Insofar as this Bill of Lading is used for Port-to-Port transportation of the Goods: The Carrier shall not be liable for loss of or damage to the Goods caused before loading or after discharge of the Goods. Any indication of final destination on the face of this Bill of Lading is solely for the Merchant's reference, and the Carrier's responsibility for the Goods shall cease at the time of discharge of the Goods at the port of discharge. The Carrier, in making arrangements for transportation, storage, or handling before loading or after discharge, acts only as the Merchant's agent and assumes no responsibility therefor. Pre-carriage and on-carriage of the Goods are at the risk and expense of the Merchant.
- (2) If the Merchant establishes that the Carrier is liable for loss of or damage to or in connection with the Goods, and subject to the provisions of this Bill of Lading, including Article 13 LIBERTIES clause. **(a)** With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, such liability shall be governed by the Hague-Visby Rules and the Carrier shall have all exemptions from liability, limitations of liability, and protections provided therein. **(b)** Subject to subpart (a) above, with respect to loss or damage caused during the handling, storage, or carriage of the Goods by the Carrier's Subcontractor, such liability shall be to the extent to which such Subcontractor would have been liable to the Merchant if it had made a direct and separate contract with the Merchant in respect of such handling, storage, or carriage.
- (3) The Carrier does not undertake that the Goods will arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Carrier shall not be liable for any direct or indirect loss or damage that is caused through delay.
- (4) Unless notice of loss or damage and a general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage be not apparent, within three consecutive days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. In any event, except as provided in the next sentence, the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage

unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Where the damage occurs in the custody of a Sub-Contractor during Through Transportation, the Carrier and the Sub-Contractor shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless notice of claim is filed and suit is brought within the time periods prescribed by the local laws set forth in Clause 23 GOVERNING LAW AND JURISDICTION of this Through Bill of Lading. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served on and jurisdiction obtained over the Carrier within such time.

## **7. Merchant's Responsibility**

- (1) All of the Persons coming within the definition of Merchant in Clause 1 (10) shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations of the Merchant in this Bill of Lading.
- (2) Unless agreed to the contrary by the Carrier, the Merchant shall warrant and ensure that each piece or package tendered for shipment shall have any appropriate lifting rings, bolts, lashing or fixing points, cross bars or frames to ensure safe and proper handling on loading, stowage and discharge.
- (3) The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from any breach of any of the warranties in Clause 7 (2) hereof or from any other cause whatsoever in connection with the Goods, unless the Merchant proves that the Carrier is responsible for them.
- (4) 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 of any failure to so comply, or incorrect or insufficient marking, numbering or by reason of any illegal, addressing of the Goods, and shall indemnify the Carrier in respect thereof.
- (5) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent external good order and condition except as otherwise noted of the total number of Containers or packages (for the Goods not shipped in or on Container(s)) or the Goods (for the Goods in bulk or in liquid).
- (6) 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.

(7) If any particulars of any Letter of Credit and/or Import License and/or Sale Contract and/or Invoice or Order Number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant acknowledges that except when the provisions of Clause Ad Valorem apply, the value of the Goods is unknown to the Carrier, and that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

#### **8. Dangerous Goods and Contraband**

- (1) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the carriage of such Goods. Such application must accurately state the nature, name, label and classification of the Goods as well as the method of rendering them innocuous, with the full names and addresses of the shipper and the consignee.
- (2) The Merchant shall undertake that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier.
- (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the paragraph (1) or (2) above or the Goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from Such Goods.
- (4) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the preceding paragraph whenever it is apprehended that the Goods received in compliance with paragraphs (1) and (2) above become dangerous to the Carrier, Vessel, cargo, Persons and/or other property, whether or not the Merchant was aware of the nature of such Goods.



- (5) The Carrier has the right to inspect the contents of the package(s) or container(s) at anytime and anywhere without the Merchant's agreement but only at the risk and expense of the Merchant.
- (6) Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

#### **9. Fire and Nuclear**

- (1) The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from fire occurring at anytime, unless caused by the actual fault or privity of the Carrier.
- (2) The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from nuclear incident occurring at any time, unless caused solely by personal willful misconduct of the Carrier.

#### **10. Ad Valorem Declaration of Value**

The Merchant agrees that higher compensation than that provided for in this Bill of Lading may not be claimed unless the nature and value of the Goods have been declared by the Merchant prior to the commencement of the carriage and inserted in this Bill of Lading in the space captioned "Declared Cargo Value" and extra freight paid on such declared value if required. In such case, the declared value if embodied in the Bill of Lading shall be the basis for calculating the Carrier's liability, (if any), provided that such declared value shall be prima facie evidence, but shall not be conclusive on the Carrier and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial damage shall be adjusted pro rata on the basis of such declared value.

#### **11. Shipper-Packed Containers**

- (1) If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by : **(a)** the manner in which the Container has been filled, packed, stuffed or loaded; or **(b)** the unsuitability of the contents for carriage in Containers; or **(c)** the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or **(d)** the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have

been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or **(e)** packing of temperature controlled Goods at other than the booked temperature.

- (2) The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of the receipt of the Container by Shipper and that the Container is in good order and condition. If a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant agrees to indemnify the Carrier against all and any costs (including, but without limitation, legal costs), expenses, liabilities or losses of whatsoever nature suffered and/or incurred in connection with any such claim.

## **12. Refrigeration, Heating, Insulation**

- (1) Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Bill of Lading and extra Freight paid. If a carrying temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius of such carrying temperature while the Goods are in its possession. It is the merchant's obligation to set and/or check that the temperature controls on the containers are at the required carrying temperature and to properly set the vents. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The carrier has the right but not the obligation to refuse to accept any container loaded by Merchant for shipment where the Goods are not or were not loaded into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature.
- (2) The Merchant must take note that refrigerated containers are not designed **(a)** to cool or freeze Goods which have been loaded into a Container at a temperature higher than their designated carrying temperature. The carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor **(b)** to monitor the control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container.
- (3) The carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialized machinery plant,

insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.

- (4) The Carrier does not guarantee or warrant the operation of refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier.

The Carrier will not accept responsibility for the recording of temperatures in any form other than any reefer log book maintained on board the vessel. The Carrier does not accept to comply with any governmental program or protocol unless noted on the front hereof and additional Freight is paid.

### **13. Liberties**

- (1) The Carrier shall make commercially reasonable efforts to carry the Goods expeditiously to the place of delivery, but the Carrier does not warrant any specific route, vessel, method of transport or delivery date, and shall have liberty to perform the carriage in any commercially reasonable manner and by any reasonable means, methods and routes including the right to transship Goods using other Carriers, conveyances or containers. The Carrier shall always have liberty to comply with directions, howsoever given, of any government national or local authority.
- (2) At any stage in the carriage, the Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments on any means of transport, whether owned or operated by the Carrier or not.
- (3) The Carrier shall make commercially reasonable efforts to complete the carriage and to deliver the Goods at the place designated for delivery, but does not guarantee such delivery and shall be excused from all consequences of nondelivery at such place, (and shall remain entitled to full freight and charges and his lien,) if such delivery is commercially unfeasible, or would delay or imperil the interests of the Carrier or the Goods, the Goods of others or the general enterprise.
- (4) In particular, the Carrier is excused from full performance of the contract of carriage by the existence or apprehension of war, declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions, boycotts or other disturbances; epidemics or diseases, quarantine, sanitary or similar regulations or restrictions; shortage, absence or obstacles of labor or facilities for loading, discharge, delivery or handling of the Goods; strikes, lockouts or other labor troubles, whether partial or general, and whether or not

involving employees of the Carrier, his agents or sub-contractors; congestion of ports, berths, freight stations or terminals; closure of, obstacle in or danger to any canal, waterway, land route or railroad; ice, landslide, earthquake or other natural effects creating obstacles to carriage. This list is descriptive and not exhaustive, and the existence of any of these or similar conditions prior to receipt of the Goods shall not constitute a waiver of the Carrier's rights.

- (5) If, in the Carrier's opinion, good cause exists to fear danger, injury, loss, delay or disadvantage to the Carrier, the Goods, the Goods of others or to the general enterprise, the Carrier shall be entitled to dispose of the Goods in such way as the Carrier may deem advisable, or to cancel the contract of carriage without compensation and to require the Merchant to take prompt delivery of the Goods. Such actions by the Carrier shall constitute complete and final delivery and full performance of this contract, and the Carrier shall thereafter be freed from any responsibility for the Goods.
- (6) Any action taken by the Carrier pursuant to this clause for the intended benefit of the Vessel, the Goods, the Goods of others or the general enterprise shall fall within the contractual carriage, and such action or delay resulting therefrom shall not constitute a deviation at law, and the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in the Bill of Lading.
- (7) The Carrier may at any time and without notice to the Merchant: sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or more often;
- (8) Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrival of any Vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damages caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

#### **14. Limitation of Liability**

- (1) All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the

Merchant's net invoice cost plus freight and insurance premium, if paid, and in no event shall the Carrier be liable for any loss of profit or any consequential loss.

- (2) As far as the loss of or damage to or in connection with the Goods occurred during Carrier's custody and Carrier is so adjudged to be liable the Carrier's maximum liability for loss or damages whatsoever is limited to 2 SDR per kilogram of the Goods or 666.67 SDR per package or unit whichever higher, unless the value of the Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods and inserted in the Bill of Lading together with nature thereof and extra freight has been paid as required.
- (3) If the actual value of the Goods per kilogram, package, piece or unit exceeds such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value in which case any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where the cargo has been either packed into container(s) or unitized into similar article(s) of transport by or on benefit of the Merchant, it is expressly agreed that the number of such container(s) or similar article(s) of transport shown in the face hereof shall be considered as the number or the package(s), piece(s) or unit(s) for the purpose of the application of the limitation of liability provided for herein.
- (4) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of any carrying Vessel.

#### **15. Optional Stowage, Deck Cargo and Livestock**

- (1) Goods in containers or vans, or on trailers or chassis, may be carried under deck or on deck. When such Goods are carried on deck the Carrier shall not be required to mark any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation.
- (2) Goods stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average.
- (3) Lumber, earth moving equipment, and all other Goods customarily or reasonably carried on deck may at the Carrier's option be carried on deck without notice to the Merchant and without liability of the Carrier for the risks inherent in or incident to such carriage. When such

Goods are carried on deck the Carrier shall not be required to mark any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation.

- (4) In respect of Goods (except in containers) carried on deck and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods on deck shall be borne by the Merchant whether or not caused by the Carrier's negligence or the unseaworthiness, and in all other respects the Carrier shall have the benefit and not the obligations of the provisions of the Hague-Visby Rules and of the terms of this Bill of Lading.
- (5) With respect to the custody and carriage of live animals and plants, all risks of loss or damage such as disease or mortality or whatsoever from perils inherent in or incident to such carriage shall be borne by the Merchant whether or not caused by Carrier's negligence or the unseaworthiness, and in all other respects the Carrier shall have the benefit of the provisions of the Hague-Visby Rules and the terms of this Bill of Lading.

#### **16. Discharge, Delivery and Notification**

- (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier. Failure to give such notification shall not result in any liability for the Carrier nor relieve the Merchant of any obligation hereunder notwithstanding any custom, practice, or arrangement to the contrary.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so, the Carrier may without notice unpack the Goods if packed in containers and/or store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.
- (3) Where the Carrier delivers the Goods to person(s) charged by the law, custom, or usage of the port with the duty to receive the Goods and distribute them to the Merchant, the same shall constitute due delivery under this Bill of Lading and thereupon the liability of the Carrier in respect of the Goods shall entirely cease.
- (4) The Merchant's attention is drawn to the stipulations concerning free storage time, demurrage and/or detention contained in the Carrier's applicable Tariff, which is incorporated

in the Bill of Lading.

- (5) The Carrier is entitled to land and receive the Goods or to appoint a person or a corporation for the landing and reception of the Goods. Whether appointed by the carrier or not, anybody so acting is the Merchant's representative and the Merchant shall pay current charges whether delivery is taken overside or on quay. The Merchant must be ready to take delivery of the Goods as soon as the vessel is ready to deliver as fast as she is able to discharge, by day and-if required by the Carrier-also by night, Sundays and holidays. If the Goods are not taken by the Merchant at the time when the alongside the Vessel without delay, the Carrier shall be at liberty at the sole risk and expense of the Merchant to enter the Goods, to move them, to land them on to wharf, quay or into warehouse or to discharge them into craft, bulk, lighters, pack or unpack the Container and the Vessel is entitled to call upon him to take delivery and, if they are not removed to sell them with or without legal authority, and the contract of carriage shall be considered as fulfilled.
- (6) At the Carrier's discretion and upon the Merchant's request in writing to the Carrier at least 3 days before the scheduled date of arrival of the Vessel at the port of discharge, the containers may be unpacked and their contents delivered by the Carrier in accordance with the written request. In such a case, if the seals of the containers are intact at the time of unpacking, the Carrier's obligations under this Bill of Lading shall be discharged, the Carrier shall not be responsible for any loss or damage resulting from such delivery, and the Merchant shall be liable for an appropriate adjustment of the freight and any additional charges incurred.
- (7) 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 by the Merchant.
- (8) 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.

## **17. Inspection of Goods**

The Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container at any time and to inspect the contents. If it appears at any time that the Goods 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 Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

## **18. Freight and Charges**

- (1) Freight and charges (including but not limited to destination charges) shall be deemed fully earned on receipt of the Goods or any part thereof, by the Carrier whether or not such freight and charges are stated on the face of this Bill of Lading or intended to be Prepaid or Collect at destination, and shall be paid in full without offset, counterclaim or deduction and non-returnable in any event, Goods and/or Vessel or other conveyance lost or not lost.
- (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 applicable tariffs. In the event of any discrepancy between Freight (incl. charges etc.) items in the Bill of Lading and any Carrier invoices, the latter shall prevail.
- (3) The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other package or unit and inspect, reweigh, remeasure or revalue the contents; and if the particulars furnished by or on behalf of the Shipper are incorrect it is agreed that the difference between the correct freight and the freight charged shall be paid to the Carrier, and the Merchant agrees to pay all expenses incurred by the Carrier in ascertaining said particulars.



- (4) Goods received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and after payment of full freight and charges due under this Bill of Lading.
- (5) If the Goods are not available when the Vessel is ready to load, and unless the unavailability arises in the course of Intermodal Transportation and is caused by the failure of the Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant.
- (6) The Merchant shall be liable for return freight and charges on any Goods refused exportation or importation by any public authority.
- (7) The merchant shall be responsible for any additional war risks premium arising from the Vessel's call at the named discharge port herein which additional premium shall constitute a charge due hereunder against the Goods.

#### **19. Lien**

- (1) Carrier shall have a lien on Goods and any documents relating thereto, which shall survive delivery, for all freight, dead freight, demurrage, damage, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of Merchant or Goods under this Bill of Lading and any contract preliminary hereto, and for the costs and expenses including attorneys' fees, of recovering the same and may sell Goods privately or by public auction or otherwise exercise a lien on Goods without notice to Merchant. If on sale of Goods, the proceeds fail to cover the amount due and the costs and expenses incurred, Carrier shall be entitled to recover the deficit from Merchant.
- (2) If the Goods are unclaimed for a reasonable time, or whenever in the Carrier's opinion the Goods will deteriorate or depreciate, the Carrier may at its discretion exercise its lien or sell, abandon, or otherwise dispose of such Goods at the risk and expense of the Merchant.

#### **20. Both to Blame Collision clause**

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying

ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

## **21. General Average, Salvage, and New Jason Clause**

- (1) General average to be adjusted at any port or place at the Carrier's option and to be settled according to the York Antwerp Rules 2016, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel.
- (2) Should the Carrier in its own discretion choose to post general average and/or salvage security due from cargo interests or pay general average and/or salvage contributions due from cargo interests, the Merchant hereby assigns to the Carrier all his rights in respect of the general average and/or salvage.
- (3) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods, Shippers, Consignees or owners of the Goods shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.
- (4) If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

## **22. Vessel on Charter**

In case of Goods being carried by a vessel not belonging to the Carrier but chartered by him, then the Carrier shall be entitled to any and all rights, demurrers, prescriptions, exemptions

from and limitations of liability available to the Owner of the Vessel, as if the Bill of Lading has been issued by the Owner of the Vessel or on his behalf.

### **23. Governing Law and Jurisdiction**

The claims arising from or in connection with or relating to this Bill of Lading shall be exclusively governed by the law of Korea except otherwise provided in this Bill of Lading. Any and all action concerning custody or carriage under this Bill of Lading whether based on breach of contract, tort or otherwise shall be brought before the Seoul Center District Court in Korea.

### **24. Variation of the Contract and Validity**

- (1) No servant or agent of the Carrier shall have the power to waive or vary any Terms and Conditions unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.
- (2) In the event that anything herein contained is inconsistent with any applicable international convention or national law, which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.
- (3) This Bill of Lading is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Bill of Lading has been issued pursuant to another contract between the Merchant and the Carrier, when such other contract and this Bill of Lading shall be construed together. This Bill of Lading and its Terms and Conditions may not be changed orally.