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these constants was notice analysis of grant of the second s Action in contract, tort, etc. The Rights and Def

- 1.9 1.10 smerves rounced. Ustamer's Undernris' indemnity. Any agreement or undertaking by Customer or Owner contained or implied in these Conditions to indemnify Company shall be construed as an agr indemnify Company, its officers, servants, agents and sub-contractors (and each of them). ment or undertaking to 1.11 of them). affect or prejudice the Rights and Defe provided or given by or on behalf of Cus
- mer's Declarations etc. Nothing in these Controlsmost laws can use in the project the Rights and Defences of Company, its officers, servants, agents or sub-contractors in or under any ste declarations, certifications, warrantee, undertakings and/or indemnitie povided or given by or on behalf of Customer and/or Comer. Her Provisions, Stocker to Clause 22, provision in these Conditions which: warrance, acutude, releve or limit the liability of Company, its officers, servants, agents or sub-contractors (including without limitation provisions which limit the time for giving notice of claim or minercing proceeding); or 1.12
- require Customer and/or Gwner to indemnify Company its officers, servants, agents or sub-contractors shall apply and take effect notwithstanding (i) any act, omission, negligence, neglect or default of Company, its officers, servants, agents, sub-contractors or any person for whom Company is responsible, or (i) the circumstances or cause of any loss or damage (in which such exemption, exclusion, relief, limitation or indemnify relates) be unexplained, or (ii) any other matters or causes

whatsoever. PLICATION OF CONDITIONS biect to Clauses 2.2 and 2.3 all 2.2

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- cipal; any compulsorily applicable law Company is or is deemed to be providing the Service as a principal. shall not be taken to be acting as a principal in respect of any Service by reason only of any one or more of the follow
- And any complexity applicable test users/more applicable test users/more applicable test test users/more applicable test test users/m mited to cargo receipts under the Monitear Convension, any as agent of the third party); certificates of origin, inspection, other certification and
- when Company provides any Service in respect of or relating to customs clearance or other requirements, taxes, licences, consular documents, cert where Classes 12 and/or Clause 13 applies. Where Clause 12 and/or Clause 13 applies. The company tasks and the constant of the constant of the constant of any time provides to Company shall be recompany tasks and tasks and ret at sk-bornators of any time provides to Company and the differences where functional provides and the entitied to perform any Service or exercise any power or discretion hereunder by ball or list and unary standard companies. Any control provides the entitied to perform any Service or exercise any power or discretion hereunder by ball or list and unary shall be any on its on the ball on the ordinal one provides to Company and any company shall be approxed. In either case, applicable unless nortificit with or requirant to the applicable specific provisions. In either case, applicable unless no conflict with or requirant to the applicable specific provisions. In either case, applicable unless nortification or exercise and may in its addiction fremts to power any provide any period. In either case, applicable unless no conflict with or requirant to the applicable specific provisions. 4.6 /. ns apply is made by the 4.7
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- If the stage of carriage during which the loss or damage or delay occurred is known, provisions of which: (i) cannot be departed from by private contract to the detiment of the claimant; and (ii) would have applied if the claimant had made a separate and direct contract with C
- received as evidence thereof any particular document which must be issued in orde NND Company shall be entitled to all Rights and Defences under or pursuant to such inter repugnant to such international convention or national iswe and a large of carring change when the feel of carring of only occured and convention or national law applicable nal law as well as other Rights and Defences under these Conditions which are not supprant to such international convention or national law. In any other cases (including without latisfican where (i) the stage of carriage during which the loss or damage or delay occurred is unknown, or (ii) although such stage is known, no international convention or national law would apply by winue of Clause 6.3(a) to such loss or damage or delay). Company's liability shall be determined in accordance with these Conditions including (without
- rular Clause 20. entions which may be applicable include (a) in relation to carriage by sea, the Hague Rules and the Hague-Visby Rules and (b) in relation to carriage by air, the Warsaw Convention, on and Montreal Convention. Customer is hereby notified that the applicable international conventions do generally contain provisions limiting or exempting liability of carriers in
- the liability of carteries in respect of loss of a country other than the country stopping places (which may be altered by carter). The standard of the stopping of the stopping places for the route name of doubt it is hereby decland that for the purpose of Antole 9 of the (una dote to the nemeroties of the stopping of the stoppi elay to cargo. e of necessity) are those places, ex on, set forth on the face of the air waybill o
- ion signed on 12 October 1929, cargo shall not be de mended) Warsaw Con erality of Clause 6.2 and Company's other Rights and Defences, where the owner, charterer or operator of the vessel concerned or any other e applicable International Convention on the Limitation of Liability for Martime Claims or applicable national law, then Company's liability shall be ishes a
- to the Goods concerned. In and New Jason Clauses published by the Baltic and International Maritime Council and obtainable from Company or its agent upon rec s. to the generality of Clause 6.2, if Company incurs any Liability under a Both to Blame Collision Clause or New Jason Clause or any othe wire in Crustomer or Owner. Customer shall defend, indemnify and hold hammless Company from and against such Liability.
- of any Service 16 Catatomie or Ouncer, Customer in all adentia, Indemnity and hold harmless. Company (non and against such Labity). Company LCM 1000, TMIRD 2004 TSERVICE MOVINGE Company LCM 1000, TMIRD 2004 TSERVICE MOVINGE the counce of kiniting as such agent or sub-contractor, Company, as against or relate to Catatomer or Owner or others claiming under Customer or Owner to entitle counce of the Company LCM 1000, TMIRD 2004 TSERVICE and 1000, TMIR
- pite and Delences available to useh hird party (or its agents or usb-contractors), whether in contract or under statup or otherwise senialize in law, as it such third party Rights and Del resply composited in these Condences for the meeting Company and made agricables bus not. Act consiston, neglector usdatut; and majorische to (s) aboxe) all the Rights and Delences of Company under these Conditions or otherwise available in two. does to its generality, Cause 7.1 that all goals where Company such as gener or size-contractor of a third party and in connection, with any carriage of goods undertaken by such third does to its generality. Cause 7.1 that all goals where Company such as gener or size-contractor of a third party and in connection, with any carriage of goods undertaken by such third 3 WAREAMEES AND OBLIGATIONS collects (or ananges to collect) from Cautioner or Durine any goods after their discharge or prior to their loading.

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- for handling or carriage in/on the Transport Unit being utilized; and a suitable condition to carry the Goods packed therein or thereon onto it d by Customer in a Transport Unit provided by Company: me of packing, Customer has inspected the Transport Unit and has for
- and the same to be in good repair, order and o g: erly and competently loaded into/onto the Transport Unit; and handling or carriage infont the Transport Unit, being utilized. out its business and matters relating thereto and is able, prepared and willing to use all reasonable endeavours to co-o
- of retractions. In each science, and a segret or other intermedary for Owner or any other person in relation to any instruction or Service or Goods, Customer shall disclose to Company in writing at the time for given to Company details of both segrets or instructionally an assignment (including, without institution, the identity and details of usual Dever or interpretant), and shall keep Company including (without Institution) information and outcoments required by Company for submittee to any operament the requirest submittee to agretore. It is the second outcoment second by Company for submittee to any operament or requirest submittee to agretore and to Company's other Rights and Detences, if here is (or Company for submittee) to any operament or requirest customizer or seles or the performance by Customer or any of the modern or provide the Company's determined by Company for submittee to provide any determined by Customer and or any operament or the customer and outcomers required by a company for submittee to provide any determined by Customer and any operation and the second sec
- s contained in Clause IER'S INDEMNITIES reball indemnify and
 - all indemnity and save harmless Company from and against: arising as a result of Company acting in accordance with Customer's or Owner's instructions, or arising from any breach by Customer of Owner of any warranty, representation, agreement or Ing herein contained, or arising from any act or omission or negligence (including the provision of ambiguous or incomplete or inaccurate information or instructions) of Customer or Owner or

- under these Conditions; and all ord any claims of general Conditions; and the market prior to all contrast on a consensery, and Customer shall provide such security as may be required by Company in this connection on demand; and any claims of general Consenser), and the market prior to relate and Consensery or tradecast Consensers (and class and information; in whethere the market prior to relative of Consenser) to not behall for Customer only. Customer shall indemnity and such assee harmless Company from and against any billings and independence relative and howscener alloing and the market against any clifficer, sensent, aggrer or sub-constractor of Company which imposes or seeks to impose upon the prior any tability in contexion with mark periodes and/or interfacions. They such claims in adminict claimer is and harmless Company from and against any priors any tability in contexion with any Berices and/or Discourse and/or interfacions. They such claims in adminict claims and adjust claims and adjust at a first any tability in contexion with any Berices and/or Discourse and/or interfacions.
- ause 9.3, every officer, servant, agent and sub-contractor of Company shall have the benefit of Company's Rights and Defences under these Conditions as if the same were for their benefit; and in entering into any contract to which these Conditions relate, Company, for the foregoing purposes, does so not only for itself but also as agent and trustee for are accepted or dealt with upon instructions to collect freight, duties, charges or other expenses from the consignee or any other person the Customer shall remain responsible for the same i aid by such consignee or other person immediately when due without prejudice to the Company's rights to seek recovery against other persons. and/or Owner shall infernity the Company against all locations due to the company's rights to seek recovery against other persons.

- Transport Unit by or on behalf of Company and a particular temperature fic controls within the requested temperature range at the time of comm y temperature inside the Transport Unit (whether pecked by or on behalf

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- (a) provision (b) all or any minate: f all or any Services, whether or not such Services relate t redit arrangements granted to Customer, whereupon all m be entitled to retain and be paid all brokerages, commissi to the money overdue; and/or moneys owing by Customer not otherwise due for payment shall become due and payable imm sions, allowances and other remunerations customarily retained by or paid to freight forwarders.
- 11.1 12. Company rails be entitled to retain and to paid all tocerages, commence, and an advance of the paid of Regions are used in writing. Company shall not be under any obligation to assist Customer to obtain a separate insurance write agreed in writing. Company shall not be under any obligation to assist Customer to obtain a separate insurance more, as she assure chall have encourse against the underwrites only. grany is not and does not hold theil out as carrying on business as an insurer or insurance broker or insurance agent.
- 12.2 13. 13.1 SPECIAL DELIVERY Unless written instructi
- tions as given by Cathomic and Accepted by Company in writing, Company date not accept instructions or any liability for delivery or release of Goods in special circumstances, such delivery or release of tools support Expenses of capitol summode capitol and encounter. Support or special circumstances are supported and accept and accept support of the second support of the second support and encounter or shared and the second support of period and contents in a second support of the second support and encounter or shared and the second support of the second support of the second support of the second support and encounter or shared such that period support of the second support and second support of the second second support of the second se as, without limitation, delivery or Where Company engages or a default, suspension, insolvency howsoever caused. 13.2 er caused. ent. liability of Company shall not exceed the limit for mis-delivery of Goods as set out in Clause 20.4(a) LIEN
- 13. <u>14.</u> 14.
- value received on the sale of aligosate of other deaming on the source to successful of ordenvise deal main. INCRESENC HEARTIST Unless experts writem instructions takes predivatily benefits on any special interest in delivery or to make any declaration rate to special ensurements of any Goods. Without persists and the approximation of the source and accepted by Company in writing. Company shall not be obligad to make any declaration for the purpose of any static any static and the approximation of the source of the approximation of the source and accepted by Company in writing. Company shall not be obligad to make any declaration of the source of any static any static and the approximation of the source of the source of the approximation of the source of th 15. 15.1 15.3 15.4
- Company transfer to a big the star protect of claims of any field party for behalf of Customer of Owner or any other presson. For howly customer and/or any start howly is a start to be any start how the customer of the start o 15.6 <u>16.</u> 16.1
- 16.4
- 16.5 16.6 16.7

- 16.10 5.8. Lerived from any sale or other disposal of any Goods pursuant to Clause 16.8 may be app any whether or not the moneys owing relate to the Goods sold or disposed of.
- and any proceeds derived from any tase or user wave many tables of the source of the s 17. If at Cu
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- ddy delende by Company in proper performance or ne sentres por any advance a user of some environment of the character solution of the character solution control of the charact 18.3 18.4
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- serverse undertaken by it, unless it is proved that such non-compliance, non-service-anamou or sensuchnose or mis-performance or mis-
- matter tuile of goods of the same hind and quality. For the purposes of Classa 204(c) above, "charges satisfy paid to Company" excludes disturgents, out of pocket expresses and terms efferent of in Classe 104(c) above, "charges satisfy paid to Company" excludes disturgents, out of pocket expresses and terms efferent of in Classe 104(c) above, "charges satisfy states of the company" excludes disturgents, out of pocket expresses and terms efferent of in Classe 104(c) above, "charges satisfy states on the understee satisfy terms. Subject to the foregoing sentence, to company agrees to perform Services contracted for with reasonable despatch."
- a that it computsointy applicable law or intern All rights of claim against Company shall b from the applicable date specified in Claus APPLICABLE LAW AND JURISDICTION These Confilience and any internet on which
- 22.1 22.1 22.2 se Conditions and any contract to which they apply shall be governed by and constru-tiomer (for itself and for Owner) and Company hereby irrevocably submit to the exci g any legal proceedings against Customer or Owner in any other Courts of compete any other limited force whether the competence of the courts of competence of the courts oncurrent or not. or remedies which Company may have, in the event of Customer (or Own and against all consequences thereof including, without limitation, legal costs