

STF Shipping Limited Terms and Conditions

1. DEFINITIONS.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
"Carrier" means the Party on whose behalf the Bill of Lading is issued.
"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face herein in the relevant spaces.
"Container" includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate goods and any equipment thereof or connected thereto.
"Freight" includes all charges payable to the Carrier in accordance with applicable Tariff and this Bill of Lading.
"Goods" means the whole or any part of the cargo received from the shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.
"Holder" means any Person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.
"Indemnify" includes defend, indemnify and hold harmless.
"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 any such Person.
"On board" means on board any mode of transportation used or procured by the Carrier, including rail, road, water and air transport.
"Person" includes an individual, group, company or other entity.
"Port to Port" arises if the Carriage is not Combined Transport.
"Sub-contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, Underlying Carriers, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage.
"Underlying Carrier" includes any water, rail, motor, air or other carrier utilised by the Carrier for any part of the transportation covered by the Bill of Lading.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to Container and vehicle demurrage. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. ACCEPTANCE OF THE BILL OF LADING

In accepting this Bill of Lading, the Merchant agrees that the receipt, custody, carriage, delivery and any transhipping of the Goods are subject to the term appearing on the face and the back hereof, which shall govern the relations, whatsoever they may be, between the Merchant and the Carrier, its agents, contractors, employees, Master and vessel in every contingency occurring and whether Carrier acting as such or bailee.

4. WARRANTY

The Merchant warrants that in accepting this Bill of Lading he is, or has the authority of, the Person owning or entitled to the possession of the Goods and this Bill of Lading.

5. DELAY IN DELIVERY

The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances whatsoever, however arising be liable for direct, indirect or consequential loss or damage caused by delay. If this exemption from liability shall be invalid under mandatory local law, the liability of the Carrier shall be limited to twice the value of the Freight or, when the stage where the delay occurred is known, to twice the value of the Freight applicable to the relevant stage of transport.

6. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage is or likely to be any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further) and however arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for carriage), the Carrier (whether or not the carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either: carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Bill of Lading, he shall be entitled to charge such additional Freight as the Carrier may determine, or suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endorse or to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension, if the Carrier elects to invoke the terms of this Bill of Lading then the Carrier shall be entitled to charge such additional Freight as the Carrier may determine, or abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for Carriage, and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.
If the Carrier elects to use an alternative route or to suspend the Carriage this shall not prejudice his right subsequently to abandon the Carriage.

7. NOTIFICATION AND DELIVERY

Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

The Merchant shall take delivery of the Goods as soon as reasonably practicable and in any event within the time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to 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 the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub- contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. 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.

In the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply, only to the extent provided by the applicable Tariff until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery. If the applicable Tariff does not explicitly provide for the continued application of the terms and conditions of the Bill of Lading then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, however arising.

8. FREIGHT

Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
All and any of Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for payment of Freight and any amount due under this contract. The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.
Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper, if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that additional damages shall be payable to the Carrier in accordance with the applicable Tariff.
All Freight shall be paid without any set-off, counter-claim, deduction or delay in execution before delivery of the Goods.
Any person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.
Interest at 5% over the Russian Central Bank rate shall be paid on any Freight primage and charges remaining unpaid after due date of payment.

9. LIABILITY FOR CARRIAGE BETWEEN PLACE OF LOADING AND PLACE OF DISCHARGE

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 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 Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules, in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules are enacted in the country of shipment or, if no such enactment in the place, the Hague Rules are enacted in the country of destination apply compulsorily to this Contract. 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. The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo and live animals. According to the 1979 SDR Protocol, if the nature and value of the goods were not declared by Shipper prior to loading and stated at the Bill of lading, neither the carrier nor vessel are not liable for any loss or damage caused or related to the goods, in a sum exceeding 666.67 units of account per parcel. The amounts specified at paragraph 7 of current printed at national currency based on the value of this currency as of the date determined by law of the court considering the case. The value in units of the "special drawing right" of national currency of a state that is a member of the International Monetary Fund is calculated in accordance with the valuation method applied by the International Monetary Fund at the relevant date for its own operations and settlements. The value in units of "special drawing right" of the national currency of a state that is not a member of the International Monetary Fund is calculated in the manner established by that state. The total amount that should be reimbursed is calculated based on the value of the cargo at the place and on the day where and when it was or should be unloaded from the ship in accordance with the contract. The value of cargo is determined by the price on the commodity exchange or, if there is no such price, as existing market price, and if there is no one or the other price, then base on the usual value of goods of the same kind and quality. When a container, pallet or similar transport device is used to consolidate goods, such a transport device is considered as a piece or unit of cargo. However, a State that is not a member of the International Monetary Fund and whose legislation does not permit an application of the terms contained above in may during time of ratifying or according to the 1979 Protocol, or at any time thereafter, declare that the limits of liability provided for in this Convention and applicable in its territory are established as follows: (a) in respect of the amount of 666.67 units of account specified at paragraph 7 of paragraph 3 of an article as 1000 currency units. If the Carrier is held liable in respect of loss or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Bill of Lading, or to the limitation amount as determined in sub-clause 9(a), whichever is the lesser. (c) The aggregate liability of the Carrier and/or of its servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 9(a) or, if applicable, the Additional Clause.

10. OPTIONAL STOWAGE AND DECK CARGO

The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers. Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules, Hague-Visby Rules and shall be carried subject to those Rules. In the case of Goods which are stowed on the face hereof as being carried on deck and which are so carried the Hague Rules or Hague-Visby Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, however arising.

11. LIVE ANIMALS

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction however arising. Should the Master in his sole discretion consider that any live animals is likely to be injurious to any other live animal or any person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the carriage of any live animal.

12. DANGEROUS GOODS

No Goods which are or may become dangerous, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without his express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are or are liable to become of dangerous, inflammable or damaging nature, they 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 Freight. The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the carriage. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods. Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

13. PERISHABLE CARGO

Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any perishable goods without giving written notice of their nature and the required temperature setting of the thermoelectric controls before receipt of the Goods by the Carrier in case of refrigerated Container(s) packed by or on behalf of the Merchant. The Merchant undertakes that the Goods have been properly stowed in the Container and that the thermoelectric controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the cargo has been prechilled before the loading into the Container. The Merchant's attentions is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been prechilled for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods whatsoever arising.

The term "apparent good order and condition" when used in this bill of lading with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the designated carrying temperature.
The Carrier shall in no event be held liable for damage to cargo due to condensation.

14. INSPECTION BY AUTHORITIES

If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or re-packing. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and re-packing from the Merchant.

15. LAW AND JURISDICTION.

Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the courts and in accordance with the law of Hongkong, except as provided elsewhere herein. All Claims and Disputes arising under or in connection with this bill of lading shall be referred to arbitration in Hong Kong with English law to apply.

16. THE SCOPE OF CARRIAGE.

The intended carriage shall not be limited to the direct route, but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the carriage including bunkering, loading, discharging, or other cargo operations and maintenance of Vessel and crew.

17. SUBSTITUTION OF VESSEL.

The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

18. LIABILITY FOR PRE- AND ON-CARRIAGE.

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the Freight for the whole carriage has been collected by him.

19. LOADING AND DISCHARGING.

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent.
(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.
(c) Loading and discharging may commence without prior notice.
(d) The Merchant or his Agent shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.
(e) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel.
(f) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.
(g) The Merchant shall be liable in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.
(h) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

20. Charges, Costs, Expenses, Duties, Taxes and Fines.

(a) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.
(b) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel.
(c) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.
(d) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.
(e) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.
(f) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through non-observance of Customs House and/or import or export regulations.

21. SHIPPER'S/MERCHANT'S RESPONSIBILITY

All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading. Such liability shall include but not be limited to court costs, expenses and reasonable attorney's fees incurred in collecting charges and sums due to the Carrier. The Shipper warrants to the Carrier that the particulars relating to the Goods as set out over leaf have been checked by the Shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful goods and contain no contraband. The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from any breach of any of the warranties or from any other cause in connection with the Goods which the Carrier is not responsible.
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 (including, without prejudice to the generality of the foregoing, Freight for any additional carriage undertaken) incurred or suffered by reason of any failure to comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcotics or other illegal substances within containers packed by the Merchant or inside Goods supplied by the Merchant and shall indemnify the Carrier in respect thereof. Should the Carrier in accordance with requirements of customs, port and other authorities is obliged to arrange re-export of the Goods such carriage shall be subject to standard terms and conditions of this Bill of Lading and applicable Carrier's Tariff.
If the Goods are supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a Container not be returned within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return. Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant whilst in his control. The Merchant shall indemnify the Carrier of all loss and/or damage to such Containers. Merchants are deemed to be aware of the dimensions of any Containers released to them.

22. LIEN.

The Carrier shall have a lien on all cargo for any amount due under this contract and the costs of recovering the same and shall be entitled to sell the cargo privately or by auction to satisfy any such claims.

23. GENERAL AVERAGE AND SALVAGE

General Average shall be adjusted, settled and settled in London according to the York-Antwerp Rules 1994, or any modification thereof, in respect of all cargo on or under deck. In the event of accident, danger, damage or disaster before or after 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 Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, 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 cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

24. Vessel-to-Blame Collision Clause.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo as the self-occupied or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Merchant, captain or others in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

25. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.
(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, warfare operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.
(c) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts (whether onboard or on shore), difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safety and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.
(d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of carriage.
(e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

26. Defences and Limits of Liability for the Carrier, Servants and Agents.

(a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this contract of carriage, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.
(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.
(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.
(d) For the purpose of all of the foregoing provisions 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 who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

27. STOWAGE.

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.
(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

28. SHIPPER-PACKED CONTAINERS, TRAILERS, TRANSPORTABLE TANKS, FLATS AND PALLETS.

(a) If the Vessel has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by:
(i) negligent filling, packing or stowing of the container;
(ii) the contents being unsuitable for carriage in container; or
(iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed.
(b) The provisions of sub-clause (a) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.
(c) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

29. Return of Containers.

(a) Containers, pallets or similar articles of transport 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, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.
(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

30. SANCTIONS CLAUSE.

(a) For the purposes of this Clause "Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government. "Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority. "Sanctioned Cargo" means any cargo, with respect to that cargo's voyage, in which a Sanctioned Party has an interest in the loading, carriage, or the discharging of which is sanctioned or prohibited by a Sanctioning Authority. (b) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party (c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any subcontractors are not a Sanctioned Party (d) If at any time either party is in breach of sub-clause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach. (e) Charterers shall not carry Sanctioned Cargo that they know or should have known is a Sanctioned Cargo. (f) The Charterers shall indemnify and hold the Owners harmless against all claims, costs, losses, and fines or penalties, arising out of the carriage of Sanctioned Cargo, unless such Sanctioned Cargo is found to have been secreted in containers by or with the complicity of the Master, officers and/or crew without the knowledge of the Charterers or the Charterers' agents.

