

COMBINED TRANSPORT / PORT TO PORT BILL OF LADING

I. GENERAL PROVISIONS

- 1. Applicability**

Notwithstanding the heading "Combined Transport", the provisions set out and referred to in this Bill of Lading shall also apply, if the transport as described in this Bill of Lading is performed by one mode of transport only.
- 2. Definitions**

"Carrier" means the party on whose behalf this Bill of Lading has been signed.
"Goods" means the whole or any part of the cargo accepted from the Shipper and includes the packing and any equipment or any supplied by or on behalf of the carrier.
"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.
"Container" includes any container, trailer, transportable tank, flat or pallet or any similar article used to consolidate goods and any ancillary equipment.
"Merchant" includes any Person who at any time has been or becomes the Unification, Carrier, Receiver of the Goods, any person owning or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such person.
"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules Relating to Bill of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968, but only of such amendments as are compulsory applicable to this Bill of Lading. It is expressly provided that nothing in this Bill of Lading shall be construed as contractually applicable unless as amended by this Protocol.
"Lien" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed or by reason of the consignation of the Goods or the endorsement of this Bill of Lading or otherwise. "Port to Port" arises if the date of shipment is not the date of Bill of Lading.
- 3. Carrier's Tariff** The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier upon request. In the event of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.
- 4. Warranty** The Merchant warrants that in agreeing to the terms hereof, he is, as the author of the person owning or entitled to the possession of the Goods and this Bill of Lading.
- 5. Time Bar** All liability whatsoever of the Carrier shall cease unless suit is brought within 9 months after delivery of the Goods or the date when the Goods should have been delivered.

Law and Jurisdiction

- Unless provided elsewhere herein, any dispute arising under this Bill of Lading shall be decided in Malaysia and the law of Malaysia shall apply the Merchant irrevocably submits to this jurisdiction:
- (1) The Carrier shall be entitled to pursue any claim against the Merchant according to Malaysian Law.
 - (2) Nothing herein shall prevent the parties to any claim or dispute under this Bill of Lading from agreeing to submit the claim or dispute to arbitration by mutually acceptable arbitrator(s) on mutually acceptable terms.
 - (3) Any and all disputes arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration ("SCMA Rules") for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this Bill of Lading.

II. PERFORMANCE OF THE CONTRACT

- 1. Sub-contracting**
 - (1) The Carrier shall be entitled to sub-contract on any term the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
 - (2) The Merchant understands that no claim or allegation that the Carrier made against any servant, agent or sub-contractor of the Carrier which amounts or purports to impose upon any of them or any vessel owned by any of them any liabilities whatsoever in connection with the Goods, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every servant, agent and sub-contractor shall have the benefit of all provisions hereunder benefitting the Carrier if such provisions were expressly for their benefit; and in entering into this contract, the Carrier and its sub-contractors, does so not only on behalf of the Carrier but also as agent and trustee for such servants, agents and sub-contractors.
 - (3) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors including stevedores and stevedore servants and agents.
 - (4) The provisions of Clause 6(2), including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.
 - (5) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person, other than in accordance with the terms and conditions of this Bill of Lading, which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the carriage of the Goods, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.
- 2. Methods and Routes of Transportation**
 - (1) The Carrier may at any time and without notice to the Merchant:
 - (a) Use any means of transport or storage whatsoever;
 - (b) Transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a vessel other than the vessel named overleaf or on any other mode of transport whatsoever;
 - (c) Proceed by any route in his discretion (whether or not any of the nearest or most direct or customary or advertised route) and proceed to any place or port whatsoever one or more often and in any order;
 - (d) Load and unload the Goods at any place or port (whether or not any such port is named above) at the Port of Loading or Port of Discharge) and store the Goods at any such place or port;
 - (e) Comply with any orders or recommendations given by any government or Authority or any person or body acting or purporting to act as or on behalf of such Government or Authority or having under the terms of the insurance or the conveyance employed by the Carrier the right to give orders or directions;
 - (f) To load and unload the Goods at any port in the customary manner or as adopted by the port in accordance with the custom of the port and/or in accordance with the directions of the relevant authorities;
 - (g) The liberties set out and specified in (f) may be invoked by the Carrier for any purpose whatsoever including unloading, repack, loading or being towed, adjusting instruments, dry docking and assisting vessels in all situations, and applying done in accordance with sub-clause (1) if any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.
- 3. Optional Stowage**
 - (1) The Goods may be stowed by the Carrier by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods.
 - (2) Containers, trailers, transportable tanks and covered flats when stored by the Carrier or received by him in a closed condition from the Merchant, may be carried on or under deck without notice to the Merchant. All such Goods whether carried on or under deck shall be deemed to be within the definition of Goods for the purposes of the Hague Rules and shall be carried subject to those Rules.
- 4. Hindrance etc. Affecting Performance**
 - (1) The Carrier shall use reasonable endeavours to complete the transport and to deliver the goods at the place designated for delivery.
 - (2) If at any time the performance of the contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, expense or disadvantage of whatsoever kind, and if by virtue of sub-clause 1(1) the Carrier has no duty to complete the performance of the contract, the Carrier (whether or not the transport is commenced) may effect to:
 - (a) Treat the performance of this contract as terminated and place the goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or
 - (b) Deliver the goods at the place designated for delivery.
 - (3) If the goods are not taken delivery of by the Merchant within a reasonable time after the Carrier has called upon him to take delivery, the Carrier shall be at liberty to put the goods in safe custody on behalf of the Merchant at the latter's risk and expense.
 - (4) In any event the Carrier shall be entitled to full freight for goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III. CARRIER'S LIABILITY

- 1. Basic Liability**
 - (A) **Port to Port Shipment**
 - (1) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, then the liability (if any) of the Carrier for loss of or damage to the Goods occurring from and during loading on and from a sea-going vessel up to and during discharge from the vessel or from another sea-going vessel into which the Goods have been transhipped shall be determined in accordance with the Carriage of Goods by Sea Act 1924 (Revised in 1994) of Malaysia.
 - (2) All the terms of this Bill of Lading (except Clause 10(B)) shall apply to such carriage.
 - (B) **Combined Transport**
 - (1) The Carrier shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods into his charge and the time of delivery.
 - (2) The Carrier shall however be relieved of liability for any loss or damage if such loss or damage is or results from:
 - (a) The weight or act of neglect of the Merchant;
 - (b) Compliance with the instructions of the person entitled to give them;
 - (c) The lack of, or defective condition of packing in the case of Goods, by their nature, are liable to wastage or are damaged when not packed or when not properly packed;
 - (d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 - (e) Inherent vice of Goods;
 - (f) Inadequacy or insufficiency of marks or numbers on the Goods, covering or containers;
 - (g) Strike, or lockouts or stoppage or restraints of labour from whatever part or source;
 - (h) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.
 - (3) When under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.
 - (4) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (a), (b) and (c) of sub-clause (2) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (d) to (g) of sub-clause (2), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was, in fact, caused either wholly or partly by one or more of the causes or events.
 - (C) **Period of Responsibility**
 - (1) The Carrier shall not be liable for any loss of or damage to the Goods prior to receipt of the Goods in his charge or after delivery of the date when the Goods should have been delivered.
 - (2) Where this Bill of Lading is part of a contract of carriage involving several Carrier each Carrier will only be responsible for that part of the carriage performed by him.
- 2. Amount of Compensation**
 - (1) When the Carrier is liable for compensation in respect of loss or damage to the Goods, such compensation, the sound value of the Goods shall be calculated by reference to the invoice value of the Goods plus freight charges and insurance if paid.
 - (2) If there is no invoice value of the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been delivered. The value of the Goods shall be based according to the commodity exchange price, or, if there be no price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of Goods of the same kind and quality.
 - (3) The liability of the Carrier shall in no event exceed the limit provided in the applicable Singapore Law, revised from time to time, permitting the liability of the Carrier's liability shall in no event exceed USD 100 per package or unit.
 - (4) Higher compensation may be claimed only when, with the consent of the Carrier, the value for the Goods declared by the Shipper which exceeds the limits laid down in this Clause has been stated on the face of this Bill of Lading. In that case, the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

Special Provisions - Combined Transport

- 1. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 2. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 3. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 4. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 5. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 6. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 7. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 8. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 9. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 10. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 11. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 12. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 13. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 14. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 15. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 16. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 17. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 18. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 19. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 20. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 21. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 22. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 23. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 24. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 25. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 26. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 27. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 28. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 29. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 30. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 31. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 32. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 33. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 34. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 35. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 36. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 37. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 38. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 39. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 40. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 41. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 42. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 43. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 44. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 45. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 46. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 47. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 48. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 49. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 50. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 51. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 52. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 53. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 54. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 55. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 56. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 57. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 58. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 59. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 60. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 61. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 62. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 63. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 64. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 65. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 66. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 67. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 68. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 69. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 70. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 71. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 72. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 73. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 74. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 75. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 76. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 77. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 78. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 79. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 80. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 81. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 82. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 83. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 84. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 85. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 86. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.**
- 87. Insofar as the Hague Rules contained in the International Convention for the Unification of Certain Rules Relating to Bill of Lading dated 25th August 1924, do not apply to carriage by air by virtue of the foregoing provisions of this clause, the liability of the Carrier in respect of any carriage by air shall be determined by that Convention. The Hague Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways if in such carriage were carriage by sea. Furthermore, they shall apply to air goods, whether carried on deck or under deck.**
- 88. 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 save as provided in Clause 12 the Carrier shall in no circumstances be liable for direct or consequential loss or damage arising from any such cause.**
- 89. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.**
- 90. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a container to the Merchant whether before or after the Goods are received by the carrier for transportation or delivery to the Merchant.**
- 91. Notwithstanding anything provided for in Clause 10(b) and 11 of this Bill of Lading and subject to Clause 25, if it can be proved that the loss or damage occurred the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law which provides:
 - (a) Not be departed from by private contract to the detriment of the Merchant; and
 - (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.</**