

1. DEFINITIONS

- "Carriage" means the whole or any part of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods covered by this Bill of Lading. "Combined Transport" assess where the Carriage called for by this Bill of Lading is not a Port to Port Shipment.
- "Carrier" means Vaneri Consulting BV registered at Oosthoevestraat 1, 2950 Kapellen, Belgium.
- Charges include freight and all expenses and money obligations incurred and payable by the Merchant. "Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.
- "Container" includes any container, flat rack, platform, trailer, transportable tank, lift van, flat, pallet or any similar article of transport or equipment used to consolidate goods.
- "Merchant" includes the shipper, the consignee, the receiver of the Goods, the Holder of this Bill of Lading, any Person owning or entitled to the possession of the Goods or this Bill of Lading, any Person having a present or future interest in the Goods or any Person acting on behalf of any of the above mentioned persons, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges under this Bill of Lading and for the fulfillment of all and any of the Merchant's undertakings or obligations as defined in this Bill of Lading.
- "Goods" includes the cargo supplied by the Merchant for Carriage and described on the face of this Bill of Lading and includes any Container, packing or equipment not supplied by or on behalf of the Carrier.
- "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
- "Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.
- "Holder" means any Person rightfully in possession of this Bill of Lading to or in whom rights of suit and/or liability under this Bill of Lading have been transferred or vested or the named consignee in the event the Bill of Lading is non-negotiable.
- "Person" includes an individual, a partnership, a body corporate, or other entity.
- "Sufficed" includes filled, loaded, packed, loaded, or secured.
- "US COGSA" means the US Carriage of Goods by Sea Act of 16th April 1936.
- "Vessel" means any waterborne craft used in the Carriage under this Bill of Lading which may be a feeder vessel, an ocean vessel, or an inland navigation vessel, used in whole or in part by the Carrier to fulfill his contract.
- "VGM" means means the verified gross mass obtained by one of the permissible methods Pursuant ch. VI, part A, reg. 2 paragraph 4 of SOLAS 1974 (as amended from time to time) and the applicable regulations of the State of the loading port.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Bill of Lading. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expenses and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority to contract on behalf of the Person owning or entitled to the possession of the Goods and this Bill of Lading. The Merchant acknowledges that the Carrier is a non-essel operating common carrier ("WOCC"), and that neither the Carrier, nor the vessel, as a result of which the Carrier or any sub-carrier, connecting carrier or substitute carrier (which may be a NVOCC) will be required to contract with an actual ocean carrier to accomplish the carriage contemplated by this Bill of Lading and does so as agent of the Merchant. The Merchant further acknowledges that by identifying the carrying Vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. SUB-CARRIER

- The Carrier shall be entitled to sub-contract on any terms for the whole or any part of the Carriage, including but not limited to loading, unloading, storing and warehousing.
- The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is performed, or any person who claims or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage; and if of any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof.

Without prejudice to the foregoing, every such Person and Vessel shall have the benefit of all provisions herein benefitting the Carrier in respect of such Person or Vessel for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does not rely on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent be or be deemed to be parties to this contract.

- The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.
- The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be brought in Contract or in Tort.

6. CARRIER'S RESPONSIBILITY

(A) CLAUSE PARAMOUNT

(1) Subject to clause 13 below, this Bill of Lading insofar as it relates to sea carriage by any Vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as US COGSA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or US COGSA if this Bill of Lading is subject to U.S. law) shall apply to the carriage of Goods in inland waters and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the Vessel the Carrier's responsibility shall instead be determined by the provisions of the Harter Act, but if such provisions are found to be invalid such responsibility shall be subject to US COGSA.

(2) The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive of the Revised Statutes of the United States of America) and amendments thereto and where applicable any provisions of the laws of the United States of America) and without prejudice to the generality of the foregoing save any law, statute or regulation available to the Owner of the Vessel(s) on which the Goods are carried.

(B) PORT TO PORT SHIPMENT

(1) The period of responsibility of the Carrier for any loss of or damage to the Goods whatsoever caused shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel. The Carrier shall have no liability whatsoever for any loss of or damage to the Goods, whatsoever caused, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the Goods for delivery. Carrier is not responsible for any acts or omissions of any terminal operator to which the Goods were submitted.

(2) Notwithstanding the above, in case and to the extent that the governing law, or a contractual agreement, or custom or practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including for misdelivery, then Carrier shall have the benefit of every right, defense, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

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

(C) COMBINED TRANSPORT

Saved as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:

- Where the stage of Carriage where the loss or damage occurred cannot be proved: (i) The Carrier shall be entitled to rely upon all exclusions from liability under the Rules or legislation that would have been applied under (b)(1)(A) above had the loss or damage occurred at sea, or, if there was no carriage by sea, under the Hague Rules (or US COGSA if this Bill of Lading is subject to U.S. law.)
- Where under (b), above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.
- Subject to (b)(1)(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA) is not compulsorily applicable, the Carrier's liability shall not exceed EUR 2 (two) per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods whichever is the lesser.
- The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been delivered or if there is no such price available to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(2) Where the stage of Carriage where the loss or damage occurred can be proven: (i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions: (a) cannot be departed from by private contract to the detriment of the Merchant, and (b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

- With respect to the transportation to the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligations under their contract and tariffs. (ii) where neither (i) or (ii) above apply any liability of the Carrier shall be determined by (B) (A) above.
- (C) In case of Combined Transport Carriage to or from the African continent, the responsibility of the Carrier prior to loading and subsequent to discharge from the Vessel at a port in the African continent, notwithstanding any other provisions to the contrary in this Bill of Lading shall be: (i) Where the stage of Carriage where the loss or damage occurred is known and the Carrier has sub-contracted that stage, the Carrier shall have the full benefit of all rights, limitations and exclusions of liability available to such sub-contractor in the contract between the Carrier and such sub-contractor and in any law, statute or regulation and the liability of the Carrier shall not exceed the amount recovered, if any, by the Carrier from such sub-contractor.
- (ii) In all other cases the Carrier shall be under no liability whatsoever and however arising

(A) **GENERAL PROVISIONS**
(A) **Delay, Consequential Loss**
Unless expressly agreed otherwise, the Carrier does not undertake that the Goods will 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 be liable for direct, indirect, or consequential loss or damage caused by delay or any other cause whatsoever and however caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Freight applicable to the relevant stage of the transport.

(B) **Package or Shipping Unit Limitation**
Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as US COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been entered in accordance with clause (C) below, be or become liable for any loss or damage for or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to US COGSA is US\$500 and according to Hague-Visby is 666.67 SDRs per Package or Shipping Unit, or 2 SDR per kilogram of gross weight of the goods lost or damaged, whichever is the higher. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500 per Package or Shipping Unit.

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

(D) **Definition of Package or Shipping Unit**
Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of package or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by sea. Except as aforesaid, the Container shall be considered the package or shipping unit. The weight of the "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

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

(F) **Notice of Loss or Damage**
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three (3) consecutive days thereafter.

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

7. MERCHANTS RESPONSIBILITY

(1) All Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the fulfillment of all obligations and warranties undertaken by the Merchant either orally or in writing or as required by law. The Merchant shall mitigate losses and indemnify the Carrier against all loss, damage, detentions, demurrages, expenses, fines and lawyer's fees arising or resulting from any breach of these obligations and warranties.

(2) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers, and value have been checked and are correct.

(3) It is the shipper's sole responsibility to provide the Carrier electronically by any other agreed means with the correct VGM of each Container prior to the deadline stipulated by the Carrier (VGM cutoff time). If VGM is not so timely provided, the Carrier is under no obligation to commence or continue Carriage of the Container in which case:

(a) Carrier may alter weight or return the Container to the shipper or its representative in its discretion at Merchant's cost.

(b) Any demurrage and storage fees resulting from breach of these obligations shall be for the Merchant's account.

(c) The Merchant shall also be liable for any resulting expenses, detention, fines, delay, loss or damage, costs and attorney fees.

(d) The Merchant shall comply with all applicable laws, regulations, and requirements of customs, ports, and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses, and losses (including Freight for any additional Carriage) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods or of any drugs, narcotics, poisons, explosives or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof.

(4) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations, and agreements which may be applicable to such goods, inflammable, or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations, and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall be liable for all losses, expenses, losses, damages, or expenses arising in consequence of the Carriage of such Goods.

(5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention, or demurrage before, during, or after the Carriage of property (including, but not limited to, Containers) of the Carrier, or any Person or Vessel (other than the Merchant) referred to in (3) above as if the Merchant or any Person acting on his behalf or for which the Merchant is otherwise responsible. Without prejudice to the above provisions, the Merchant shall, where a Container supplied by the Carrier is unpacked by the Merchant, return the empty Container, with the interiors cleaned, brushed and free of odours, to the point or place designated by the Carrier or his agent within the set period. The Merchant will equally be liable for any demurrage, loss, or expenses that may arise from such non-return.

(6) Any information on the front of this Bill of Lading relating to any invoice, export or import license, documentary credit, insurance certificate, order, contract, or like matters is included solely at the request of the Merchant and is not verified by the Carrier. Any such information shall not constitute any declaration of value of the Goods and shall in no way increase Carrier's liability hereunder.

(7) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage claim, liability, or expense whatsoever arising from any breach of the provisions of this clause 7 or from any act in connection with the Goods for which the Carrier is not responsible.

8. MERCHANT PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier (FCL Container):

(1) This Bill of Lading shall be a receipt only for such a Container

(2) The Carrier shall be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond its control including, inter alia, without prejudice to the generality of this exclusion:

(a) the manner in which the Container has been packed; or

(b) the unsuitability of the Goods for carriage in Containers; or

(c) the unsuitability or defective condition of the container (including blocked drains) or the incorrect setting of any thermostatic, ventilation or other special controls thereof, provided that, if the Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was received.

(3) The Merchant is responsible for the packing and sealing of all FCL Containers and, if an FCL Container is delivered by the Carrier with its original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

(4) The Merchant shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

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

9. PERISHABLE CARGO

(1) Goods, including Goods of a perishable nature, shall be carried in ordinary Containers unless regulatory agency or other measures unless it 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 Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving notice of their nature and the particular temperature of supply and how it is to be maintained or the special conditions or special controls. 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.

(2) Temperature instructions given by the Merchant for temperature-controlled Containers will always relate to the supply air temperature range to be maintained by the Carrier during the Carriage. The Carrier will not guarantee any temperature range inside the Container. The temperature of the Goods upon delivery or on loading on board of the Vessel is not to be controlled by the Carrier and will be the sole responsibility of the Merchant. The Carrier does not guarantee the maintenance of any intended level of humidity inside any Container as humidity is influenced by many external factors.

(3) The term "apparent good order and condition" when used in this Bill of Lading with reference to goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods, when received, were verified by the Carrier as being at the carrying temperature, humidity level or other condition designated by the Merchant.

(4) With regard to refrigerated cargoes, the Carrier shall be deemed to have fulfilled his obligations under the Contract of Carriage and shall have no liability whatsoever if such refrigerated Goods are carried in a range of plus-minus 2.5 degrees centigrade in regard to any temperature indicated on the front of this Bill of Lading.

(5) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, defrosting stoppage of the refrigerating, ventilating or any other specialised machinery plant, insulation and/or apparatus of the Container, Vessel, conveyance and any other facilities.

10. INSPECTION OF GOODS

(1) The Carrier or any Person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

(2) If it appears at any time, in the sole judgment of the Carrier, that the contents of the Container or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may at the sole risk and expense of the Merchant abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or afloat under cover or on the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against all additional expenses resulting therefrom.

(3) The Carrier is not responsible for any damage or loss to Container or its contents resulting from inspection by customs or other authorities and Merchant shall be responsible for any expenses, costs, fines, or penalties incurred as a result of such inspection or otherwise.

(4) The Carrier in exercising the liberties contained in this Clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage whatsoever arising from any such lack of action under this Clause.

11. MATTERS AFFECTING PERFORMANCE

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

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

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continuing the Carriage. In any event, the Carrier shall be entitled to full Charges as Goods received for Carriage. The Merchant shall pay any additional costs resulting from the above-mentioned circumstances.

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

12. METHODS AND ROUTES OF CARRIAGE

(1) The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage (whether Over or Land) or carry the Goods on any Vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transhipping or carrying the same on another Vessel than that named on the front hereof or by any other means of transport whatsoever; (c) unpack and remove Goods which have been stuffed in or on a Container and stow them in any place; (d) employ pilots, tugs, lighters, and other craft; (e) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order, load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge) (e) comply with any orders or recommendations given by any government or authority or by 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 the conveyance employed by the Carrier the right to give orders or directions (f) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked (g) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or war materiel and other goods of any kind.

(2) The liberty set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connection with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be deemed to constitute deviation of the Goods or to constitute deviation of the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge) (e) comply with any orders or recommendations given by any government or authority or by 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 the conveyance employed by the Carrier the right to give orders or directions (f) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked (g) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or war materiel and other goods of any kind.

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