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1. DEFINITIONS

Carrier: means Kalypso Compagnia di Navigazione S.p.A.

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 of this bill of Lading, any Person having a present or future interest in the Goods or any person acting on behalf of any of such Persons.

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 of the endorsement this Bill of Lading or otherwise.

Goods: includes the whole or any part of the cargo received from the Merchant and includes any Container not supplied by or on behalf of the Carrier.

Freight: includes the freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of lading, including storage, per diem and demurrage.

Container: includes any container, trailer, transportable tank, liftvan, flat, pallet or any similar article or transport used to consolidate Goods and any connected or accessory equipment.

Carriage: means the whole or part any part of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

Hague Rules: means the provision of the international Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on the 25th of August 1924.

Hague-Visby Rules: means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968, and 21st December 1979 (SDR Protocol) where applicable.

Indemnify: includes defend, indemnify and hold harmless whether or not the obligation to indemnify arises out of negligence or non-negligent acts or omissions of the Carrier, his servants, agents or sub-contractors.

Port of Loading: means any port at which the Goods are loaded on board any Vessel (which may not necessarily be the Vessel named overleaf) for Carriage under this Bill of Lading.

Port of Discharge: means any port at which the Goods are discharged from any Vessel (which may not necessarily be the Vessel named overleaf) after Carriage under this Bill of Lading.

Shipping Unit: includes freight unit and the term "unit" as used in the Hague Rules and Hague Visby rules.

Person: includes an individual, or partnership, a body corporate of other entity.

Stuffed: includes filled, consolidated, packed, loaded or secured.

Vessel: includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage by sea.

2. CARRIER'S TARIFF AND FREGIHT

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- (1) The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed and the Merchant is deemed to know and accept such Tariff. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, storage expenses and legal fees, etc. In the case of inconsistency between the Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.
- (2) All Freight shall be deemed fully, finally, and unconditionally earned by the Carrier upon booking of the Goods and shall be paid and non-returnable in any event whatsoever.
- (3) 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 concerning the Freight in the applicable Tariff or as agreed otherwise.
- (4) Payment of Freight and charges to any freight forwarder or broker, or anyone other than the Carrier or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.
- (5) Every Person falling within the definition of Merchant in clause 1 hereof shall be jointly and severally liable to the Carrier for payment of all Freight, demurrage and detention, General Average, Salvage charges and/or special charge, and charges, including, but not limited to, court costs, expenses and reasonable attorney's fees incurred in collecting sums due to the Carrier, failing which shall be considered a default by the Merchant in the payment of Freight and charges.
- (6) All Freight shall be paid without any sett-off, counter claim, deduction or stay of execution before delivery of the goods

3. WARRANTY

- (1) The Merchant warrants that agreeing to the terms hereof he is, or has the authority of the Persons owning or entitled to the possession of the Goods and this Bill of Lading.

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 herein described. However, proof to the contrary shall not be admissible when the Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

- (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, including liberty to further sub-contract.
- (2) 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 agent, 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 procured, performed or undertaken, which imposes





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or attempts to impose upon any such Person or vessel 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 such Person and, if any such claim or allegation should nevertheless be made, the Merchant will indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person or vessel shall have the benefit of every right, defence, limitation and liberty of whatsoever nature herein contained or otherwise available to the Carrier as if such provisions were expressly for his benefit and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and vessels.

(3) The provisions of clause 5 (2), including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the Vessel.

(4) The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom, including legal expenses on a full indemnity basis) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(5) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

(6) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods other than in accordance with the terms and conditions of this Bill of Lading, whether or not arising out of negligence or mis delivery 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.

6 CARRIER'S RESPONSIBILITY

(1) It is mutually agreed that this Bill of Lading shall have effect subject to the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on the 25th of August 1924 (hereinafter called the Hague Rules), unless the governing law makes the Hague Rules as amended by the protocol signed in Brussels 23rd February 1968 and 21st December 1979 (hereinafter called the Hague-Visby Rules) compulsorily applicable, in which case the Hague-Visby Rules shall apply to this Bill of Lading only to the extent that they are compulsorily applicable.

(2) Nothing contained in this Bill of Lading shall be deemed to be a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities under the said Enactments or under any other statutory protection or exemption from or limitation of liability.

(3) The period of responsibility of the Carrier shall commence in the moment in which the Goods are loaded on board the Vessel and shall end when the goods are discharged from the Vessel and the Carrier shall not be liable for any loss or damage whatsoever caused in respect of the Goods whatsoever arising prior loading on board the Vessel or after discharge from the Vessel. The

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Merchant constitutes the Carrier as 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 favourable than the terms in this Bill of lading.

(4) Without prejudice to the foregoing, in case and to the extent that the governing law, or a contractual arrangement, or custom and 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 from the Vessel, including for mis delivery, then the Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules or the Hague-Visby Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the carriage by sea.

(5) Where any law or regulation applicable at the Port of Discharge provides that delivery of the Goods to the Merchant shall or may be effected by the Customs or Port Authorities at the Port of Discharge, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such Customs or Port Authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the Customs or Port Authorities.

(6) The Carrier does not undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. 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 howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable under this Bill of Lading.

(7) Save as provided in clause 8(3), if and to extent the Hague Rules apply only contractually pursuant to clause 6 (1), the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling lawful currency per package or Shipping Unit.

(8) Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods plus Freight and insurance if paid. The value of the Goods shall be determined by the lowest price with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality.

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(9) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this Bill of Lading may be claimed only when, with the written consent of the Carrier, the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading in the box marked of “Declared Cargo Value” on the front of this Bill of Lading and the Merchant has paid additional Freight on such declared value. This declaration if embodied in this Bill of Lading shall be prima facie evidence, but shall not be binding or conclusive on the Carrier. The Carrier shall in no event be or become liable for any loss or damage to or in connection with Goods if the nature or value thereof has been misrepresented by the Merchant in this Bill of Lading.

(10) Where a container, pallet or similar article of carriage is used to consolidate Goods, the smallest number of packages or other Shipping Units enumerated in this Bill of Lading as packed in such article of carriage shall be deemed to be the number of packages or shipping units. If not so enumerated, the Goods in such article of carriage shall be deemed to be one package or one Shipping Unit. Where the article of carriage is not owned or furnished by the Carrier, such article of carriage shall be deemed to be one package or one shipping unit.

(11) It is agreed that superficial rust, oxidation or any like conditions 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.

(12) The Carrier shall not be liable for any loss of or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any fire whatsoever, unless such fire is caused by the actual fault of the Carrier.

(13) 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 is given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery or, if the loss or damage is not apparent, within 3 (three) consecutive days after delivery.

(14) The Carrier shall be discharged from all liability unless suit is brought before the proper forum and written notice thereof received by the Carrier within 1 (one) year after delivery of the Goods or the date when the Goods should have been delivered.

(15) When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

7. MERCHANT'S RESPONSABILITY

(1) The description and particulars relating to the Goods as set out on the front of this Bill of Lading are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars of the Goods including but not limited to weight, content, measure, quality, quantity, condition, marks, numbers and value have been checked by the Merchant on receipt of this Bill of Lading and are correct. The Merchant shall Indemnify the Carrier against all loss, damages, fines and

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expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

(2) The Merchant's description of the Goods stuffed in a sealed Container by or on behalf of the Merchant shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use and purpose including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed Container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quantity, quality, description, condition, marks or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(3) If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front of this Bill of Lading, such particulars are included at the sole risk of the Merchant and for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier's liability under this Bill of Lading. The Merchant acknowledges that, except as provided for in Clause 8 hereof, the value of the Goods is unknown to the Carrier.

(4) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and paid all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods and shall indemnify the Carrier in respect thereof.

(5) 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 requirements which applicable. The Merchant shall be liable for any loss, damage or injury caused by fault or insufficient packing or loading of the Goods when such packing or loading has been performed by or on behalf of the Merchant, or by defect or unsuitability of the Containers when supplied by the Merchant, or by insufficient packing or loading of the Goods inside a Container when such packing or loading has been performed by or on behalf of the Merchant, and the Merchant shall indemnify the Carrier against any additional cost or expense so caused.

(6) The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage and the Merchant shall indemnify the Carrier against any loss, damage, injury, additional cost or expense so caused.

(7) If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited

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to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, repacking, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

(8) No Goods which are or may become dangerous, 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 of 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 Freight and Charges.

(9) No Goods which are bullion, precious or rare metals or stones, plate, jewellery or other objects of a rare or precious nature, bank notes or other forms or currency, bonds or other negotiable instruments or specie shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing. If any such articles are delivered to the Carrier without such written consent the Carrier shall not be liable for loss, damage, claim, liability or expense whatsoever in connection with such valuable Goods and the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever in connection with such valuable Goods.

(10) The Merchant shall be liable for the loss damage, contamination, soling, detention or demurrage before, during and after the Carriage of property (including, but not delimited to, Containers) of the Carrier or any Person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any Person acting on his behalf or of which the Merchant is otherwise responsible.

(11) The Merchant shall indemnify 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 cause in connection with the Goods for which the Carrier is not responsible.

8 CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Container and Goods may be stuffed with other Goods.

(2) The term of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising from the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant:

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- (A) the Carrier shall not be liable for loss of or damage to the Goods:
- (I) caused by the manner in which the Container has been stuffed;
 - (II) caused by the unsuitability of the Goods for Carriage in Containers;
 - (III) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (III) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence by the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;
 - (IV) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to sealed to Container;
- (B) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A) (III) (a) above.
- (4) When 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 a quality.
- (5) Goods received in break bulk may be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Container, whether or not stuffed by the Carrier, on deck or below deck. All such Goods shall participate in General Average, Salvage charges and/or special charges. The Terms and Conditions of this Bill of Lading, including the applicable laws as provided for in Clause 20 shall apply to Containers carried on deck.
- (6) If Carrier's Containers and equipment are used by the Merchant for pre-carriage or on-carriage or unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed, clean and free of smell to the point or place designated by the Carrier, its servants or agents, within the time prescribed in the Tariff and/or required by the Carrier. Should a Container not be returned within the aforesaid time, the Merchant shall be liable for any detention, demurrage, loss or expenses which may arise from such non-return.
- (7) The Merchant shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of the Merchant or anyone acting on the Merchant's behalf. The Merchant shall also be liable during such period for any loss of or damage to the property of others or for any injuries or death and the Merchant shall indemnify and hold the Carrier harmless against all damages, including legal expenses, incurred from any and all such claims arising during such periods, including but not limited to damage to Container, other cargo and the Vessel.
- (8) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for General Average, Salvage charges and/or special charges contributions to whomsoever due. The Carrier shall also have a lien on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other contract whether or not related to this Carriage. The Carrier may exercise its lien at any time and any place

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in its sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realized by such sale. The Carrier's lien shall survive delivery of the Goods.

9 PARTIAL INVALIDITY

(1) If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory agency of body, such invalidity or unenforceability shall attach only to such provision. The validity of remaining provisions shall not be affected thereby this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

10 TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for Carriage any Goods whom require temperature control without previously given written notice (and filling in the box on the front on this Bill of Lading if in this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(2) The Carrier shall not be liable for any loss or damage to the Goods arising from defects derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(3) The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 10 or from any cause in connection with the Goods for which the Carrier is not responsible.

11. INSPECTION OF GOODS

(1) The Carrier or any Person to whom the Carrier has subcontracted the Carriage 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 without notice to the Merchant.

(2) If by order of the any Authority at any place, a Container must be opened for inspection, the Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection, and repacking from the Merchant.

12. MATTERS AFFECTING PERFORMANCE

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(1) If any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficult, or disadvantage of whatsoever kind and however arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier may at its sole discretion and without notice to the Merchant and whether or not the Carriage is commenced either:

(A) 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 subclause 12(A) then, notwithstanding the provisions of clause 13 hereof, he shall be entitled to charge such additional Freight as the Carrier may determine; or

(B) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour 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 subclause 12(B) then, notwithstanding the provisions of clause 13 hereof, he shall be entitled to charge such additional Freight and Costs as the Carrier may determine; or

(C) Abandon the Carriage of the Goods and place them 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 the Carriage, and the Merchant shall pay any additional costs incurred by reason of the abandonment of the Goods.

If the Carrier elects to use an alternative route under subclause 12(A) or to suspend the Carriage under subclause 12(B) this shall not prejudice his right subsequently to abandon the Carriage.

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

13. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant: (a) use any means of transports or storage whatsoever; (b) load or carry the Goods on any vessel whether named on the front hereof or not; (c) transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any another means of transport whatsoever; (d) unpack and remove Goods which have been stuffed in or on Container and forward the same in Container or otherwise; (e) proceed at any speed and 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; (f) load or unload the Goods from any conveyance at any place or port (whatever or not such port is named on the front hereof as the intended port of loading or intended port of discharge) and store the Goods at any such place or port; (g) comply with any orders or recommendations given by any Authority, or any Person acting or purporting to act as or on behalf of such Authority or having under the terms of any insurance or



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any conveyance employed by the Carrier the right to give orders or directions, (h) permits the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked with or without Goods and/or Containers onboard; (i) permit the vessel to carry livestock, Goods of all kinds dangerous or otherwise, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in subclause 13(1) above may be invoked by the Carrier for purposes whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or dry-docking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with subclause 13(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage any shall not be a deviation of whatsoever nature or degree.

14. DECK CARGO (AND LIVESTOCK)

(1) Goods of any description, whether containerised or not, may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to subclause 14(2) below, such Goods, whether carried on deck or under deck, shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague Visby Rules compulsorily applicable to this Bill of Lading.

(2) Goods (not being Goods stuffed in or Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock whether or not carried on the deck) are carried without responsibility on the part of the Carrier for loss damage of whatsoever nature arising carriage by sea or inland waterway whether cause by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

(3) Goods which are out of gauge and/or are stowed on or in open top containers, flatracks or platforms, and which are stated on the front hereof to be carried on deck, and all livestock whether carried on deck or under deck, are carried without any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules shall not apply.

15. NOTIFICATION AND DELIVERY OF GOODS

(1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

(2) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof

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if stuffed in or on Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover a the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

(3) Should the Merchant request the Carrier to deliver the Goods to a Person other than the Consignee named on the front hereof, agreement to such change shall be at the Carrier's sole discretion and the Carrier shall in any event not accept such change unless the Merchant's request is in writing and it is received by the Carrier in good time before notice of arrival of the Goods has been sent out by the Carrier's agent at destination. The Merchant hereby undertakes to Indemnify the Carrier against any additional costs, expenses, delays and losses caused thereby.

(4) If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at its discretion and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceedings of sale in reduction of the sums due to the Carrier from the Merchant under or in connection with this Bill of Lading.

(5) 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 an absolute waiver and abandonment by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof. The Merchant shall Indemnify the Carrier for all costs whatsoever incurred, including legal costs, for the cleaning and disposal of Goods refused and/or abandoned by the Merchant.

(6) Where the Carrier is obliged to hand over the Goods so carried into the custody of the port, customs or any other Authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and there-upon the liability of the Carrier in respect of the Goods shall entirely cease.

16. BOTH-TO-BLAME COLLISION

(1) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where

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the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

17. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the New Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding subclause 17(1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any step whatsoever to collect security for General Average contributions due to the Merchant.

18. CHARGES

(1) All Freight and Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweight, remeasure and revalue the goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Freight and Charge (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(2) All Freight and Charges shall be paid without any set-off counter-claim deduction or stay of execution.

19. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the Terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

20. LAW AND JURISDICTION CLAUSE

(1) The contract evidenced by or contained in this Bill of Lading shall be governed by English Law except as may be otherwise provided for herein.

(2) Unless otherwise agreed by the Carrier, any dispute arising under or in connection with this Bill of Lading shall be referred to arbitration in London. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) terms. The arbitration tribunal is to consist of three arbitrators, one arbitrator to be appointed by each party and the two so appointed to appoint a third arbitrator.

(3) In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole option, refer the dispute to a Court in the countries of the Port of Loading, Port of Discharge, or in any jurisdiction where the Merchant has a place of business and/or assets.

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