

<b>Shipper</b> ANTONIO CARRARO SPA Via Caltana 24 Campodarsego Padova - Italia		<b>Ref.</b> 02/25/300500	<b>Bill of Lading No.</b> BRRIG/000311
<b>Consignee (if 'To Order' so indicate)</b> TO THE ORDER OF TRAMONTINI MAQUINAS LTDA CNPJ:89.460.331/0001-18- ROD RSC 453 KM 2, DIST INDL 3737 95800-000 Venâncio Aires/Rs - Brasil		 Galliano Srl Sede Legale e operativa: Via Starza Grande n.1 - FRAZIONE SAN BARTOLOMEO 83025 Montoro (AV) Tel. +39 0825 532265 - Fax +39 0825 582030	
<b>Notify Party (No claim shall attach for failure to notify)</b> TRAMONTINI MAQUINAS LTDA CNPJ:89.460.331/0001-18- ROD RSC 453 KM 2, DIST INDL 3737 95800-000 Venâncio Aires/Rs - Brasil			
<b>Place of Receipt</b> Padova Provincia	<b>Port of Loading</b> VENEZIA PORT IN ITALY	<b>For delivery please apply to</b> AD SHIPPING AGENCIAMENTO DE CARGAS LTDA RUA ERNESTO CARLOS ISERHARD,526 96825-040-HIGIENOPOLIS SANTA CRUZ DO SUL-RS-BRASIL CNPJ:24.875.425/0001-02 Tl 55(51)39024008	
<b>Vessel voy</b> 546E MAERSK NAKURU	<b>Port of discharge</b> PORT IN RIO GRANDE/RS BRAZIL	<b>Place of Delivery</b>	<b>No. of Bills of Lading</b> 1/3
<b>Marks and Numbers</b>	<b>No of Pkgs. or Shipping Units</b>	<b>Description of goods</b>	<b>Gross weight KGS</b> <b>Measurement CBM</b>

## SHIPPER'S STOW LOAD AND COUNT

FCL/FCL  
CAAU 718078/9  
SEAL 2699995  
BOOKING 261020458

1X40' High Cube SAID TO CONTAIN:

5 PIECES	8701.92.00 4 - TC 5800 F MAJOR E	8820,000
	8701.93.00 1 - TGF 7800 S (3A)	

DOCUMENTARY CREDIT NUMBER:07131801583 DATE OF ISSUE 16/10/25  
AS PROFORMA INVOICE NUMBER 2025100129 DTD 15.09.25  
FREIGHT AMOUNT: EUR 1275  
INCOTERM EXW  
"FREIGHT COLLECT"

	<b>Total</b>	<b>Temperature Control Instruction</b>	<b>ORIGINAL</b>
<b>Freight payable at</b> EXW	<b>Excess Value Declaration:refer to Clause 6 (4) (B)+(C) on reserve side</b>		
<b>Freight Details, Charges, etc.</b>  FREIGHT AMOUNT: EUR 1275	RECEIVED by the Carrier the Goods as specified above in apparent good order and Condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reserve of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and custom notwithstanding. The particulars given above as stated by the shipper and the weight, measure quantity, condition, contents and value of the Goods are unknown to the Carrier. In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods of delivery order. Place and date of issue      NAPOLI      14/11/2025 By Galliano Srl As Carrier <b>GALLIANO S.R.L.</b>		

## 1. DEFINITIONS

"Carrier" means the Company stated on the front of this Bill of Lading as being the carrier and on whose behalf this Bill of Lading has been signed.  
"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.  
"Goods" includes the cargo supplied by the merchant and includes any Container not supplied by or on behalf of the Carrier.  
"Container" includes any container, trailer, transportable tank, liftvan, flat, pallet or any similar article or transport used to consolidate Goods.  
"Carriage" means the whole of the operations and services undertaken of performed by or on behalf of the Carrier in respect of the Goods.  
"Combined Transport" arises where the Carriage called for by this Bill of Lading is not port to Port of Shipment.  
"Port to Port Shipment" arises where the Place of Receipt and Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading is not in the nomination of the Place of Receipt or the Place of Delivery on the front thereof specify any place or spot within the area of the port so nominated.  
"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 August 1924.  
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.  
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.  
"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.  
"Charges" includes freight and all expenses and moneys 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.  
"Person" includes an individual, a partnership, a body corporate or other entity.  
"Stuffed" includes filled, consolidated, packed, loaded or secured.

## 2. CARRIER'S TARIFF

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 jurisdiction over the Tariff has been notified. In the case of inconsistency between the Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

## 3. WARRANTY

The Merchant warrants that agreeing to the terms hereof he is or is the agent of and has the authority of the persons owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

## 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 the 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 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.  
(2) The Carrier 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 others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured performed or undertaken, which imposes or attempts to impose any such person or vessel any liability whatsoever in connection with the Goods or the Carriage and if 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 or vessel shall the benefit of all provisions herein benefitting the Carrier as if such provisions 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 and such persons and vessels shall to this extent be or be deemed to be parties to this contract.  
(3) 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 the Bill of Lading.  
(4) The defences and limits or liability provided for in this Bill of Lading shall apply in any against the Carrier whether the action be brought in contract or in tort.

## 6. CARRIER'S RESPONSIBILITY

### (1) CLAUSE PARAMOUNT

(A) 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 COGSA or COGWA) to the Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waterways 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 1865 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for loss of or damage to the Goods arising from or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 6 (3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.  
(B) 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 immunities of and exclusions from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country (including but not limited to, where applicable provisions or sections 4281 to 4287, inclusive, of the Revised of the United States of America) and amendments thereof and where applicable any provisions of the Revised Statutes of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) on which the Goods are carried.

### (2) PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited to the part of the Carriage from and during loading into the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatever in respect of the Goods or for any other matter arising during any other part of the Carriage even though for the whole Carriage have been charged by the Carrier. The 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 landing 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 other persons on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

### (3) COMBINED TRANSPORT

Save as is 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.  
(A) Where the stage of the 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 legislations that would have been applied under 6(1) (A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to U.S. or Canadian law respectively).  
(ii) Where under (i) above the Carrier is not liable in respect of some of the factor 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.  
(iii) Subject to 6 (C) below where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed US \$ 2,000 per Kilob of the Goods lost, damage or in respect of which the claim arises or the value of such Goods, whichever is the lesser.  
(iv) 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 they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, as such place and time

(B) Where the stage of Carriage where the loss or damage occurred can be proved:  
(i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law 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 in proof of any particular document which must be issued in order to make such international convention or national law applicable.  
(ii) With respect to the transportation 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 procure to the inland carrier's (one of more) and such transportation shall be subject to the inland carriers contracts of carriage and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carriers obligations under their contracts and tariff:  
(iii) Where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6 (3) (A) above

## 8. GENERAL PROVISIONS

### (A) Delay, Consequential Loss

Save as otherwise provided herein, 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 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 or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless declared value has been noted in accordance with (C) below, be or become liable for any loss damage to or in connection with the Goods in a 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 COGSA is US \$ 500 and according to COGWA is Can\$ 500. If no limitation amount is applicable under such declared value.

### (C) AD Valorem: Declared Value of Package or Shipping Unit

The Carrier's liability may be increased to 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 bill exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and partial loss or damage shall be adjusted pro rata and on the basis of such declared value.

### (D) Definitions of Package or Shipping Unit

Where a container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of package or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purposes of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of the Goods by Sea. Except as aforesaid the Container shall be considered the Package or shipping unit.

The words "shipping unit" shall mean each physical unit or piece of cargo not slipped in a package, including articles or 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 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) Rust etc.

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.

### (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 be given in writing to the Carrier writing 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 consecutive days thereafter.

The Carrier shall be discharged of all liability unless suit is brought in the proper form 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 that such 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 circumstances only.

## 7. MERCHANT'S RESPONSIBILITY

(1) 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, of weight, content, measure, quantity, marks, numbers, and value are correct.  
(2) 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.  
(3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risk of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.  
(4) 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 Carrier 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 Charges.  
(5) The Merchant shall be liable for the loss damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person 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.  
(6) 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 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 out of 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:  
(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 is (a) without any want of due diligence on the part of 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.  
(4) 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 a quality.  
(5) The Merchant shall defend, indemnify and hold harmless 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) above.

## 9. PARTIAL INVALIDITY

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 and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained here in.

## 10. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and labelling in the box on the front of this Bill of Lading) 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 be liable for any loss or damage to the Goods arising from defects 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.

## 11. INSPECTION OF GOODS

If any time the Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

## 12. MATTERS AFFECTING PERFORMANCE

(1) If any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficult, or disadvantage of any kind (including the condition of the Goods) whatsoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:  
(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonable possible place of the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safest, 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 to continue the Carriage.  
In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from 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 any person acting or purporting to act as or on behalf of such government authority.

## 13. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant use any means of transports or storage whatsoever load or carry the Goods on any vessel whether named of 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. At any place unpack and remove Goods when, have been stuffed in or on Container and forward the same in any manner whatsoever proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertise 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 or the intended Port of Loading or intended Port of Discharge) 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, permits the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked permit the vessel to carry livestock, Goods of all kinds dangerous or otherwise, contraband explosives, munitions or warlike stores and sail armed or unarmed.  
(2) The liberties set out in (1) above may be invoked by the Carrier for purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising there from shall 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 (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 (such as COGSA or COGWA) to this Bill of Lading.  
(2) Goods (not being Goods stuffed in or Containers other than open flats or pallets) which are stowed 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 on inland waterways whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend indemnify any hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

## 15. DELIVERY OF GOODS

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 if it stuffed in or on Container and to store the Goods or that part ashore, afloat, in the open or under cover at the 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.

## 16. BOTH-TO-BLAME COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner or charterer of or person responsible for the non-carrying vessel or object the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner of, charter of or person responsible for the non-carrying vessel or object and set-off recouped or recovered by such vessel, object or person(s) against the Carrier, the Carrying vessel or her owners or charterers.

## 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 Amended Jason Clause approved by BIMCO is to be considered as incorporated herein and the Carrier shall provide such security as may be required by the Carrier in this connection.  
(2) Notwithstanding (1) above, the Merchant shall defend indemnify and hold harmless 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) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.  
(2) The 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, reweigh, 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 Charge (correct being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.  
(3) All Charges shall be paid without any set-off counter-claim deduction or stay of execution.

## 19. LIEN

The carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchants and General Average contributions to whomsoever 2 and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and the Merchant's expense and without any liability towards the Merchant.

## 20. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to vary 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.

## 21. JURISDICTION AND LAW CLAUSE

The contract evidence by or contained in the Bill of Lading is Governed by Hong Kong law and any claim of dispute arising hereunder or in connection herewith shall be determined by Courts in Hong Kong and no other Courts.