

1. DEFINITIONS

“**MERCHANT**”: It is accepted by all parties to this contract that by the term MERCHANT are covered the following entities: The shipper and/or the Charterers and/or the Receivers or any other party whoever who has an interest on the goods. All of the Persons coming within the definition of MERCHANT shall be jointly and severally liable to the CARRIER for the due fulfillment of all obligations undertaken by the MERCHANT as per this contract remain so liable throughout the voyage, notwithstanding their having transferred the title to the Goods to another party.

“**Carrier**”: It is accepted by all parties to this contract that the Carrier is the registered Owner of the vessel named on the bill of lading.

“**Port/Berth/Place**”: The port/berth/place of loading and/or discharge when indicated and named by the MERCHANT should be safe in all respects and permit that all operations are safely made with the vessel always safely afloat.

2. LAW & JURISDICTION

a) The slot charterer trading as E.A.G.L.E. shall have the same rights as the Carrier under this bill of lading.
b) This contract is governed by English law.

c) In addition to the provisions of this contract, the liability of the carrier is strictly restricted to the Brussels Convention of 1924 (Hague Rules).

d) The parties agree to submit any dispute arising out of this contract to the exclusive jurisdiction of the High Court of Justice in London.

3. NOTICE OF CLAIM AND TIME FOR SUIT

Unless notice of loss or damage to the Goods specifying or describing the exact nature of such loss or damage is given in writing to the Carrier at the port of discharge or place of delivery at the time of delivery of the Goods, or if the loss or damage is not apparent, within three (3) consecutive days after delivery, the Goods shall be deemed to have been delivered as described in the bill of lading. In any event, the Carrier and its sub contractors shall be discharged from any liability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered.

4. PERFORMANCE & SCOPE OF THE VOYAGE

a) The obligations of the Carrier under this contract are strictly limited to any operations from the time the goods are already loaded on board the vessel until the time when the discharge of the goods from the vessel begin, excluding liability for roll on/off operations.

b) As the vessel is engaged in a regular service to West African ports, the intended voyage shall not be limited to the direct route but shall include any return/stop/slowing down/deviation to or off any port or place which the Carrier may deem necessary for the safe prosecution of the voyage as well as the regular service, including reasons in connection with the maintenance of the vessel and the crew.

c) The responsibility of the Carrier under this contract shall be strictly limited to the part of the voyage effectively performed by the declared vessel whilst under its direct control, and no liability can be incurred for any part of the voyage which is not performed by the declared vessel even if full freight for the entire voyage has been/shall be collected by the Carrier.

d) The Carrier may only be liable towards the Merchant for damage and/or loss directly resulting from its personal and exclusive want of diligence in putting the vessel in a seaworthy condition.

5. SUBSTITUTION OF THE VESSEL

a) Whether or not expressly arranged and/or notified beforehand or otherwise, the Carrier may at its entire discretion and without any responsibility towards the Merchant, substitute the vessel initially declared by any other vessel able to perform the said voyage or any other means of carriage.

It is accepted by the Merchant that the carriage of the Goods to their final destination can be made by the vessel declared or alternatively by any other vessel or means of carriage.

b) It is also agreed that if, for any reason beyond the Carrier's control, the Goods have to be discharged and/or handled and/or stored at any port or place other than the port or place initially agreed, the expenses incurred as result of the on-carriage to the port or place initially agreed shall be borne by the Merchant. In such a case, the contract will be terminated and the Carrier shall act as agent for the account of the Merchant only.

6. LIGHTERAGE

Any lighterage or similar operations made in connection and/or during the performance of this contract shall remain at the expense, risk and responsibility of the Merchant.

7. CARGO PRESENTATION AND LOADING / DISCHARGE OPERATIONS

a) The Merchant undertakes to present and load the indicated tonnage and/or volume and/or quantity of cargo upon receipt of the vessel's confirmation of berthing or at the latest, when the loading operations commence, within the time agreed, failing which the Carrier shall be entitled to claim damages, including idle time charges, cancellation of stevedore gang(s), detention and/or dead-freight.

b) Even if physically and/or commercially arranged and/or performed and/or paid in advance or not by the Carrier, any operation whatsoever related to the lading, stowage, dunnage, trimming, lashing and/or discharge and/or lighterage and/or any other similar operations shall be performed at the Merchant's exclusive expense, risk and responsibility.

c) Unless specifically agreed otherwise by the Carrier in writing, the cargo shall be loaded / discharged without formal notice to the Merchant as fast as the vessel can receive and/or discharge. The Merchant shall be liable for any idle time charges or cancellation fees.

d) If during such loading and/or discharge operations, any delay occurs for any reason whatsoever beyond or not the Merchant's control, the Merchant shall remain liable for the payment day by day of demurrage at the rate agreed between the Merchant and the Carrier.

e) The Carrier shall be entitled alternatively to order the vessel to sail with whatever cargo already on board and claim corresponding dead-freight plus any charges effectively incurred against the Merchant, or to stay at the port and claim compensation day by day of any consequence whatsoever resulting from the delay

sustained in connection with the presentation, loading or discharging of the cargo.

f) Unless the stevedores have been appointed by the Carrier and on its exclusive behalf, the Merchant shall be exclusively responsible for any claim in connection with theft, pilferage and/or robbery of the cargo and/or vessel, her equipment and/or crew equipment.

g) The Merchant shall un-stuff containerised cargo and return the container(s) within 30 days from discharge of the relevant container(s), failing which the Carrier shall have the option to sell or destroy the cargo.

8. FREIGHT & CHARGES

a) Freight, whether actually paid or not, shall be deemed fully and irrevocably earned and non returnable in any event whatsoever, whether the cargo and/or the ship is lost or not lost, whether the voyage is performed or not, interrupted or not and/or abandoned or not.

Freight shall be paid in full without any set-off, counter-claim, deduction or stay of execution at the date agreed.

b) Should the Merchant cancel the booking of the Goods for the carriage at any time and for any reason whatsoever, he shall be liable for the payment to the Carrier or his agents, successors or assignee, of the full Freight, plus all charges, costs, expenses and interest deriving from the cancellation of the booking.

c) The Merchant remains fully liable for the payment of any additional charge incurred as result of any additional request not covered by the agreed freight.

d) The Merchant's attention is drawn to the stipulations concerning the currency in which the Freight is to be paid, the rate of exchange and other contingencies relative to Freight.

e) Any expense incurred whatsoever in connection with the cargo, including but not limited to fumigation and/or gathering and/or sorting out loose cargo and/or repairing and/or re-bagging and/or replacing packages or other similar operations shall remain at the Merchant's exclusive expense, risk and responsibility.

f) Although the Merchant undertakes to ensure that any waiver regarding the voyage has been obtained prior the vessel's departure from the port of discharge, any fine, tax and/or due and/or similar charge, regardless of its specific denomination, which may be levied on any basis whatsoever and howsoever shall remain at the Merchant's exclusive risk, expense and responsibility.

g) The Merchant remains liable for any fine and/or consequence sustained directly or indirectly by the Carrier in connection with the non compliance of any regulation or statute relating to International Trade and/or Import/Export operations imposed by the Customs or any other similar authority.

h) In case of incorrect declaration of contents and/or weight and/or measurements and/or value of the goods, the Carrier shall be entitled to claim as liquidated damages at its sole discretion, twice the amount of freight which would have been due if the declaration had been correct less the freight charges already paid.

i) If the Merchant fails to pay the Freight when due, he shall be liable to the Carrier for the payment of all freight, demurrage and other charges and expenses without discount, together with court costs, expenses and attorney fees incurred in collecting any sums due to the Carrier, and with immediate interest at 6% per annum.

9. LIEN

a) Notwithstanding any compulsory statute from which the parties of this contract cannot depart, the Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place at his sole discretion, without the contractual voyage is completed or not. In any event, any lien shall extend to cover the cost of recovering the sums due and for this purpose, the Carrier shall have in addition to the right to retain on board the Goods, the right to discharge these Goods at the costs and liability of the Merchant and to sell the Goods by public auction or private treaty, without notice to the Merchant, at any time and at any place at the sole discretion of the Carrier.

b) This lien applies to any sum whatsoever due/incurred or to be due/incurred, including but not limited to freight, demurrage, detention, deadfreight, additional charges, indemnity claim as well as the costs to recover same.

10. GENERAL AVERAGE & SALVAGE

a) Notwithstanding any stipulation to the contrary, in the event of accident, damage or disaster before and/or after the commencement of the voyage resulting from any cause whatsoever, due to negligence or not, for which or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. All expenses in connection with a general average or salvage act to avoid damage to the environment shall always be considered general average expenses.

b) Any general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1994 or any subsequent amendment thereto, 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. The Merchant shall provide such security as may be required by the Carrier in this connection.

c) Any general average on a Vessel not owned or operated by the Carrier shall be adjusted according to the requirements of the Owner or operator of that Vessel. In either case, the Merchant shall give such cash deposit or other security, as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods. Any security, other than cash deposits, must be given by a party acceptable to and with assets in a jurisdiction nominated by the Carrier and/or the Owner. Such cash deposit or security must be provided before delivery if the owner and/or the Carrier so require or, if the Owner and/or the Carrier do not so require, within three days of the discharge of the Goods, whether or not at the time of discharge the Merchant had notice of the Owner and/or the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

d) Notwithstanding any stipulation above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any 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.

e) If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

f) In the event of the Master in his sole discretion or in consultation with owners considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods, and that the Carrier may act as his agent to settle salvage remuneration, without any prior consultation with the Merchant in both cases.

11. BOLT TO BLAME COLLISION CLAUSE

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 and any act, negligence, default of the Master, Mariner, Pilot, or servants of the Carrier, in the navigation or in the management of the vessel, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all loss or liability to the other non carrying vessel or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other non carrying vessel or her Owners to the Merchant and set-off, recouped or recovered by the other or non carrying vessel or her Owners as part of their claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to the colliding vessels or object at fault in respect of a collision and/or a contact.

12. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKE

a) The Carrier shall have the liberty to comply with any order and/or direction and/or recommendation in connection with the carriage under this contract given by any Government or Authority or anybody acting or purporting to act on behalf of such Government or Authority or having the right to give such order and/or direction and/or recommendation to the vessel

b) Should it appear that the performance of the carriage would expose the vessel and/or any of the Goods on board, including the ones of the Merchant, to risk of a seizure and/or damage and/or delay resulting from war, warlike operations, blockade, riots, civil commotion or piracy or any assimilated event, or any person on board to the risk of injury, loss of life or freedom or that any such risk has increased, the Carrier may decide to stop the operations at that port/place/zone and if this port/place/zone is not yet reached, to discharge the goods at the port of loading or any other port which may be considered as the most convenient.

c) Should it appear that at any port/place/zone, events, including but not limited to epidemics, quarantine, ice labour troubles, labour obstructions howsoever caused, strikes, lock out, any of which on board the vessel or ashore, or any other difficulty which may affect the loading and discharge of the Goods and/or the entrance to and/or the departure of the vessel from that port/place/zone, the Carrier may, free of any liability and/or charge, decide to cancel this contract and/or stop the operations at that port/place/zone, and if this port/place/zone is not yet reached, cancel the this contract and/or discharge the goods at the port of loading or any other port which may be considered as the most convenient. Should the vessel be already at the port/place /zone at the time the event occurs, and if the vessel's present and future operations are affected, any consequence suffered by the Carrier shall remain at the Merchant's responsibility.

d) The discharge under the provisions of this clause of any cargo for which a bill of lading has been or not issued by the Carrier shall be deemed due fulfillment of this contract. If, in connection with the exercise of any such rights, any expenses are incurred, such expenses, even if advanced by the Carrier, shall be reimbursed and/or paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the Goods.

e) If any situation referred to in this clause may be anticipated, or if for any such reason, the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract unless the bill of lading has already been issued and remitted to the Merchant.

13. EXEMPTIONS AND IMMUNITIES OF ALL SERVANTS AND AGENT OF THE CARRIER

a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage or any other connected operations such as loading, unloading, storing, warehousing, handling or any other operations performed in connection with the goods. Any servant, agent and/or sub-contractor, employed occasionally or not, shall not endorse or bear any liability whatsoever for any loss or damage howsoever caused.

b) 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 procured, performed or undertaken, which imposes or attempts to impose upon 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 and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit.

c) 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 Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

d) The defences and limits of liability provided for in this bill of Lading shall apply to any action against the Carrier, whether the action be founded in contract or in tort.

14. INDEMNITY

Indemnity for non-performance by the Carrier of any of its obligations under this contract shall not exceed the estimated amount of freight due for this voyage.

15. GENERAL PROVISIONS

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

16. LIABILITY

a) The basis of compensation shall be limited to the sound value of the Goods so damaged or lost (excluding insurance) and the freight on a pro rata basis, if paid. In no circumstance whatsoever the Carrier shall be responsible for indirect damage, loss of profit or consequential damage.

b) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided for in this bill of lading may not be claimed unless, with the consent of the Carrier, the value of such Goods is stated in writing on this bill of lading and extra Freight paid. In such a case, the amount of the declared value shall be substituted for the limits laid down in this bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In any event, the compensation shall not exceed the actual commercial value of the Goods.

c) The Carrier shall be under no liability whatsoever for any loss whatsoever in connection with any delay in performing the voyage, unless such delay results exclusively from an act intentionally done, or a deliberate omission by the Carrier, with knowledge that the performance or omission will probably result in loss or damage, or an act an omission done in such a way as to allow an inference of a reckless disregard of the probable consequences.

17. MERCHANT'S RESPONSIBILITY

a) All of the persons coming within the definition of Merchant under clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this bill of lading, and shall remain so liable throughout the carriage notwithstanding their having transferred this bill of lading and/or title to the Goods to any third party. Such liability shall include but not be limited to court costs, expenses and attorney fees incurred in collecting charges and sums due to the Carrier.

b) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the shipper on receipt of this bill of lading and that such particulars furnished by or on behalf of the Merchant are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband.

18. INSPECTION BY AUTHORITIES

If, by order of the authorities at any place, a container and/or any other type of goods has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss, damage or delay 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.

19. SHIPPER PACKED CONTAINERS

If a container has not been packed by or on behalf of the Carrier, the Carrier shall not be liable for loss, damage or delay to the Goods caused by :

- the manner in which the container has been packed, or
- the unsuitability of the Goods for the carriage in the container supplied, or
- the unsuitability or defective condition of the container, provided that if the container has been supplied by or on behalf of the Carrier, the unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the container was packed, or
- matters beyond his control without prejudice to the generality of any other exclusions and/or exceptions available to the Carrier as provided by this contract. The Merchant remains responsible and shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising in connection with the packing and sealing of all shipper-packed containers. If a shipper-packed Container is delivered by the Carrier with its original seal as affixed by the shipper intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery. If, nevertheless, a claim for shortage is made against the Carrier by any person whomsoever, the Merchant agrees to indemnify the Carrier against the cost of any such claims plus any costs incurred in respect thereof.

20. INSPECTION OF GOODS

The Merchant remains responsible for all consequences resulting from any improper declaration made and/or any declaration given in respect of the Goods packed or not within containers.

However, the Merchant is responsible for any consequence whatsoever and howsoever caused in connection with dangerous and/or inflammable and/or injurious Goods which may or have, due to any reason whatsoever, cause(d) damage to any property whatsoever or injure(d) any person whomsoever, even if such goods have been declared as such and loaded with the express consent in writing by the Carrier. The Carrier or any Person to whom the Carrier has sub-contracted the carriage or any person authorized by the Carrier, has the right but is under no obligation, to open any container or package at any time and to inspect, weigh and/or measure the Goods and/or weigh the Container.

21. OPTIONAL STOWAGE AND DECK CARGO

The Goods may, if necessary, be packed by the Carrier in containers and consolidated with other goods in containers. The Carrier is entitled to carry the Goods, whether or not packed in containers, on deck or under deck, at its sole discretion, without notice to the Merchant. All such Goods, whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules, and shall be carried subject to those Rules.