

1. DEFINITIONS

"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods.
"Carrier" means Burnard International Limited and its employees, servants, agents, subsidiaries and associated entities providing international forwarding Services. "Container" includes any container, trailer, portable tank, flat or pallet or any similar article of transport used to consolidate goods.

"Dangerous Goods" means such of the Goods as are, or become, in fact or at law noxious, dangerous, hazardous, explosive, radioactive, inflammable or capable by their nature of causing damage or injury to other goods or to any person or animals or to anything in which goods are carried, handled or stored.

"Freight" includes all charges payable to the Carrier in accordance with the Carrier's invoice and the Carrier's tariff, if applicable.

"Goods" means the chattels or rights of the Carrier or holder or other servant of the Merchant and shall include the Merchant and shall include the Container or Containers or other packaging containing the same and any other pallet or pallets delivered with the same to the Carrier.
"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed by reason of the consignment of the goods or the endorsement of this Bill of Lading or otherwise.

"Merchant" means the person or persons who, at the time of receipt of this Bill of Lading, the owner of the Goods or the person entitled to the possession of the Goods and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all charges, and for the performance of the obligations of any of them under this Bill of Lading. "Perishable Goods" means such of the Goods as shall be, in fact or law, liable to deteriorate in quality and/or value and shall include, but not be limited to, fruits, vegetables, dairy products, meats etc.

"Port to Port Shipment" arises when the Carriage called for by this Bill of Lading is a through Transport.
"Services" means carriage, transport, handling, movement, storage, customs clearance and/or any other service performed or arranged by the Carrier pursuant to, or ancillary to, this contract with the Merchant. "Subcontractor" includes:-

- Any person, firm or carrier with whom the Carrier may arrange to effect any Service in respect of the Goods;
 - Any person, firm or carrier which is now or hereafter a servant, agent, employee or subcontractor of any of the persons or entities referred to in (i) above;
 - Any other person, firm or carrier (other than the Carrier) by whom the Services or any part thereof are arranged, performed or undertaken.
- "Through Transport" arises when the Place of Acceptance and/or the Place of Delivery are indicated on the face hereof. "Valuables" means bullion, coins, precious stones, jewellery, antiques, or works of art.

Words importing the male gender shall include the female gender and words importing any gender include all genders and words importing a person include firms and corporations where appropriate.

2. TERMS AND CONDITIONS

In issuing this Bill of Lading the Carrier:

- Understands its primary aim to procure the performance of the entire Carriage, from the place at which the Goods are taken in charge (the place of receipt named on this Bill of Lading) to the place of delivery designated on this Bill of Lading; and
 - Assumes liability as set out in these conditions.
- Subject to the conditions of this Bill of Lading the Carrier shall be responsible for the acts and omissions of its servants and agents acting within the scope of their employment, or any other person of whose Services the Carrier makes use for the performance of the contract evidenced by this Bill of Lading, as if such acts and omissions were those of the Carrier.

3. SUBCONTRACTING AND INDEMNITY

- The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the Carriage.
- The Merchant undertakes that no claim or allegation shall be made against any person by whom the Carriage or any part of the Carriage is arranged, packaged or undertaken which imposes or attempts to impose upon such person or vessel owned by any such person any liability whatsoever in connection with 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 to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such person shall have the benefit of all provisions herein benefiting the Carrier as if such provision herein benefiting the Carrier 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 and trustee for such persons.

4. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

5. CARRIER'S RESPONSIBILITY

A. Clause Paramount

- Subject to clause 14 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 any legislation making the Hague Rules, the Hague-Visby Rules, or the Hamburg Rules, or adaptations of any of them, compulsorily applicable. The provisions of any such legislation shall be deemed to apply to the Carriage of the Goods under this Bill of Lading.
- For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods under any compulsorily applicable legislation, the value of the Goods lost or damaged is agreed to be the invoice value.
- The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorised by any applicable law, statute or regulation of any country or state and without prejudice to the generality of the foregoing, also any law, statute, regulation or contractual rights available to the Carrier or any Subcontractor.
- Where any legislation incorporating the Hague Rules, Hague-Visby Rules or Hamburg Rules, or adaptations of any of them is not compulsorily applicable to this Bill of Lading or the Carriage of the Goods, the Carrier shall be entitled to the benefit of all privileges, rights and immunities contained in Articles 1 to VIII of the Hague Rules, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague Rules shall not apply and liability will be determined in accordance with clause 5C(3) below.

B. CARRIER'S LIABILITY

- The responsibility of the Carrier for the Goods covers the period from the time the Carrier has taken the Goods in its charge to the time of their delivery.
- The Carrier shall be liable as set out below for loss of or damage to the Goods if the occurrence which caused the loss or damage took place while the Goods were in the Carrier's charge, unless the Carrier proves that no fault or neglect of his own, his servants or agents or any other person referred to in clause 2 has caused or contributed to such loss or damage.
- Where the stage of Carriage where the loss or damage occurred is not known, the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:
 - an act or omission of the Merchant;
 - insufficiency of, or defective condition of, packing or marking;
 - handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 - inherent vice of the Goods;
 - strike, lock-out, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;
 - a nuclear incident if the operator of a nuclear installation or person acting for him is liable for this damage under an applicable international convention or national law governing liability in respect of nuclear energy;
 - any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.
- Where under (c) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage.
- The burden of proving that the loss or damage was due to one or more of the causes or events specified in sub-clause 5B(c) shall rest upon the Carrier, save that, when the loss or damage occurred as a result of the loss or damage to the Goods or the loss or damage to the Goods or the loss or damage specified in paragraphs 5B(c) it shall be presumed that it was so caused. The Merchant shall, however be entitled to prove that the loss or damage was not, in fact, caused (whether or wholly or partly) by one or more of these causes or events.
- Subject to 5C(4) below, the Carrier's liability shall be limited to NZ\$100,000 unless the Carrier has otherwise limited its liability therein.
- Where the stage of Carriage, the place of Carriage, or the national law of the country in which the loss or damage occurred which:
 - cannot be departed from in any private contract to the detriment of the Merchant, and
 - would have applied if the Merchant had made such separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

C. GENERAL PROVISIONS

1. Delay or Consequential Loss

Save as otherwise provided herein, the Carrier shall not in circumstances be liable for direct, indirect or consequential loss or damage of any kind or amount of any delay or other cause whatsoever and howsoever caused. The Carrier does not undertake that the Goods shall arrive at a port of discharge or place of delivery at any particular time or to meet any particular market or use. Without prejudice to the foregoing or anything else contained in this Bill of Lading, if the Carrier is found liable for delay, liability shall be limited to the freight payable in respect of the stage of the transport where the delay occurred.

2. Supply of Containers

The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied or after the Goods are received by the Carrier for Carriage or delivered to the Merchant.

3. Liability Limitations

Where any legislation is compulsorily applicable to this Bill of Lading or the contract of any Subcontractor in relation to Services for the Goods, the Carrier shall not, unless so declared or otherwise provided, be liable for loss of or damage to the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such legislation. Where the Goods have been packed into Container(s) or on behalf of the Merchant, it is expressly agreed that the number of Containers shown on the face hereof shall be considered as the number of units of liability under any compulsorily applicable legislation. If no such legislation is compulsorily applicable the limitation amount shall be NZ\$100,000 in total and the Carrier has otherwise limited its liability therein.

4. Ad Valorem Declared Value of Packages or Shipping Unit

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such value being inserted on the front of this Bill of Lading and extra freight paid in such case. If the actual value of the Goods exceeds such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

5. Definition of Package or Shipping Unit

Where a Container is used to consolidate Goods and such Container is packed by the Carrier, the number of packages or shipping units stated on the Bill of Lading in the box or package column shall be the number of packages or shipping units for the purposes of any limitation of liability per package or shipping unit provided in any international convention or national law relating to the Carriage of Goods unless, pursuant to such convention or law, the container shall be considered the package or shipping unit. The word "shipping unit" shall mean such physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk. The limitation applicable thereto shall be the limitation provided in any international convention or law which may be compulsorily applicable to this Bill of Lading shall apply in any action against the Carrier for loss of or damage to or delay whether this action is founded in contract, tort (including negligence), or otherwise.

6. Rust, etc.

It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage, but is inherent in 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.

7. Notice of Loss or Damage

The Carrier shall be deemed to have delivered the Goods described in this Bill of Lading in good order and condition unless notice of loss or damage to the Goods indicating the general nature of any loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent at such time within three consecutive days thereafter.

8. Time Bar

The Carrier shall be discharged from 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 when the Goods should have been delivered. In the event that such time period is found to be contrary to any convention or law then that convention or law shall then apply, but in those circumstances only.

9. Scope of Application

Save as otherwise provided herein, the Carrier shall not in circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage of any kind whatsoever. The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to or delay whether this action is founded in contract, tort (including negligence), or otherwise.

10. Shipper Packed Containers

- If a Container has not been stowed by or on behalf of the Carrier:
 - The Carrier shall not be liable for loss of or damage to the Goods caused by:
 - the manner in which the Container has been stowed;
 - the unsuitability of the Goods for Carriage in the Containers; or
 - the unsuitability or defective condition of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this sub-paragraph (iii) shall only apply if the suitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon inspection of the Container by the Merchant or prior to the time when the Container was packed or stowed.
 - The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraphs (a) (i), (ii) or (iii) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (a) (ii), (iii), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisions referred to in that paragraph apply.
- Inspection of the Goods
The Carrier or any person to whom the Carrier has subcontracted the Carriage (or any part thereof), 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. Carriage Affected by Condition of Goods

If it appears at any time that the Goods or any part thereof cannot safely or properly be carried or carried further, either at or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods or any part thereof, the Carrier may without notice to the Merchant take any measure(s) and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or abandon the Carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

13. Description of Goods

This Bill of Lading shall be prima facie evidence of the receipt of the Goods by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers, packages or other units or weight of other cargoes specified on the face hereof.

Except as provided in clause 13(a) above, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

14. Merchant's Responsibility

The Merchant warrants that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.

b) The Merchant shall indemnify the Carrier against all loss, damage, fines and/or expenses arising or resulting from inaccuracies in or inaccuracies of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

c) The Merchant warrants that the performance of any Service or Carriage provided or arranged by the Carrier or the Carrier to effect the instructions of the Merchant in respect of the Goods shall not be in breach of any law.

15. Freight and Charges

- Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-refundable, Goods lost or not lost, damaged or undamaged.
- 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 relative to Freight in the Carrier's invoice or tariff, if applicable.
- The Freight has been prepaid on behalf of the shipper. The Carrier may at any time open any Container or other package or unit in order to reweigh, remeasure or revalue the contents and if the particulars furnished by or on behalf of the shipper are incorrect, it is agreed that the sum equal to either five times the difference between the correct Freight and the Freight charges or double the correct Freight less the Freight charges, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier.
- Except as may be provided to the contrary in the Carrier's invoice or tariff, if applicable, all unpaid charges shall be paid in full and without any set off, counter-claim or deduction.
- Freight and liquidated damages under clause 15(c) above may be recovered by the Carrier from any person falling within the definition of Merchant in Clause 1 whether or not such person is the shipper.

16. The Carrier shall have a particular and general lien on the Goods or cargo of the Merchant and any documents relating thereto and on any other goods or cargo of the Merchant in the possession of the Carrier or any documents relating thereto and any other goods or cargo of the Merchant which may come into the possession of the Carrier or any documents relating thereto for all sums payable by the Merchant to the Carrier, whether or not any sum payable relates to the Goods or documents in the Carrier's possession and whether or not any sum or sums is overdue for payment, and for that purpose the Carrier shall have the right to sell any such goods by public auction or private treaty without further notice to the Merchant.

17. Optional Storage

- The Goods may be stowed in port, forecaste, deck house, shelter deck, passenger space, bunker space or any covered space commonly used in the trade for the carriage of goods.
- The Goods may be packed by the Carrier in Containers.
- Goods stowed in Containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck or under deck and shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules, Hague-Visby Rules or any other mandatorily applicable law. In the event that cargo customarily carried on deck is carried on deck, the Carrier shall be entitled to all the limitations and exclusions of liability which would be mandatorily applicable law and in these Bill of Lading conditions, whether or not the fact that the cargo has been carried on deck is stated on the face of this Bill of Lading.

18. Deck Cargo and Live Animals

- Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck (and live animals, whether or not carried on deck), are carried without responsibility on the part of the Carrier for loss or damage of any nature whatsoever arising during Carriage by sea whether caused by seaworthiness or negligence or any other cause whatsoever.
- Live animals are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay, or destruction howsoever arising even though caused or contributed to by the act, neglect or fault of the Carrier or by the unseaworthiness or unfitness of any vessel, craft, conveyance, Container or other place existing at any time. In the event of the master, in his sole discretion, considering that any live animal is likely to be injurious to the cargo of any vessel on board or cause the vessel to be delayed or impeded in the prosecution of the voyage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the Carriage of such live animals.

19. Special Containers

- The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container(s), nor to carry special Container(s) packed by or on behalf of the Merchant. If, however, the Carrier does so, the Carrier will treat such Container(s) only as ordinary goods or dry Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid. The Carrier shall not accept responsibility for the function of special Containers supplied by or on behalf of anyone other than the Carrier.
- Where it has been agreed that Goods will be carried in special Container(s), the Carrier shall exercise due diligence to maintain the facilities of such special Container(s) while they are in his actual custody and control but shall not be liable for any loss (of any kind) or, damage to, the Goods caused by latent defects, derangement or malfunction of the thermometric controls, however adequately set up, or by any person on board or cause the vessel to be delayed or impeded in the prosecution of the voyage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the Carriage of such live animals.

20. Method and Route of Transportation

- The Carrier may at any time and without notice to the Merchant:-
 - use any means of transport or storage whatsoever;
 - transfer the Goods from one conveyance to another including transshipping or carrying the same by a different vessel to that named on the face hereof or by any other means of transport whatsoever;
 - unpack or remove Goods which have been stowed into a Container and forward the same in another Container or otherwise;
 - proceed by any route, whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order;
 - load or unload the Goods at any place or port (whether or not any such place or port is named overleaf as the Place of Receipt, Place of Delivery, Port of Loading, or Port of Discharge) and store the Goods at any such place or port;
 - 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 on the conveyance employed by the Carrier the right to give orders or directions;
 - permit the vessel to proceed with or without pilots.

b) The liberties set out in sub-clause (a) above may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including unloading and reloading, and for the purpose of adjusting instruments, dry-docking and assisting vessels in all situations. Anything done in accordance with sub-clause (a) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

c) By tendering Goods for Carriage without any written request for Carriage in a specialised Container or Carriage otherwise than in a Container, the Merchant accepts that the Carriage may be undertaken in a general purpose Container.

21. Matters Affecting Performance

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods or any part thereof safely or properly to be carried or carried further) and howsoever arising (even though the circumstance giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the Carriage is commenced) may either:-

- without notice to the Merchant, abandon the Carriage of the Goods and place the Goods or any part of 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 Goods received for Carriage and the Merchant shall pay any additional costs of Carriage, to, and delivery and storage at, such place or port;
- without prejudice to the Carrier's right subsequently to abandon the Carriage under clause (a) above, upon notice to the Merchant, suspend Carriage of the Goods or any part of them and store them ashore or afloat upon the terms of this Bill of Lading against payment of such reasonable charges as the Carrier may determine. The Carrier undertakes to use best endeavours to forward Goods of Carriage of which has been suspended as soon as possible after the cause of the hindrance, delay, difficulty or disadvantage has been removed but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the port of Place of Delivery named in this Bill of Lading.

22. Incidental Costs and Charges

- The Merchant shall pay to the Carrier all costs in respect of any claim, loss, damage, payment, fine, expense, duty, tax, impost, or other outlay whatsoever arising directly or indirectly from any Service arranged or performed by the Carrier in respect of and incidental to the Carriage of the Goods and any expenses of any such cost incurred as a result of any breach of the terms, conditions or warranties in this contract by the Merchant.
- The Merchant shall indemnify the Carrier in respect of any loss or damage arising from any inherent defect, quality or vice of the Goods.
- The Merchant hereby exempts the Carrier from all or any liability in respect of any loss of profits or indirect or consequential loss or damage of any kind arising from or incidental to the Carriage of the Goods including loss of market, or loss of contracts, howsoever caused.

23. Valuables, Dangerous Goods, Perishable Goods, Livestock etc.

- Except as agreed in writing, the Carrier will not accept Valuables, Dangerous Goods, Perishable Goods, Livestock or plants for Carriage or other Services arranged or performed by the Carrier. Should the Merchant nevertheless deliver any such Goods to the Carrier or cause the Carrier to handle or deal with any such goods otherwise than as agreed in writing, the Merchant shall be liable for any loss or damage there or consequent thereon whether direct, indirect or consequential and howsoever caused and the Merchant shall indemnify the Carrier from and against all penalties, taxes, duties, claims, demands, damages, costs and expenses arising in connection therewith.
- Any such Valuables, Dangerous Goods, Perishable Goods, Livestock or plants may be destroyed in the sole and absolute discretion of the Carrier or any other person in whose custody they may be at the relevant time even if such goods were accepted pursuant to a written agreement. In the event that the Goods are destroyed or otherwise dealt with as aforesaid, the Carrier shall bear no liability therefor and the Merchant shall indemnify the Carrier from and against all costs and expenses whatsoever.
- The Merchant undertakes that any of the goods referred to in clauses (a) and (b) above (including their covering, packaging, containers and other devices) are carried in such a manner that they are distinctly marked having regard to their nature. The Merchant further undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage or any Service having regard to their nature and are in compliance with all laws and regulations which may be applicable during the Carriage and with respect to any Service. The Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of any breach of this provision.
- The Merchant's compliance with clause (c) above in no way reduces or limits those rights afforded to the Carrier under clauses (a) and (b) above.

24. Regulations

- The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or 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.
25. Notification and Delivery
- Any merchant herein or party to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
 - Where the Carrier called for by this Bill of Lading is a Port to Port Shipment, the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly they come to hand at or to any wharf, craft or place on any day and any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof so discharged shall cease. The Merchant shall take delivery of the Goods upon discharge. All expenses incurred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.
 - Where the Carrier called for by this Bill of Lading is Combined Transport, the Merchant shall take delivery of the Goods within the time provided for in the Carrier's invoice or tariff, if applicable.
 - 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, whether the Carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier shall be entitled without notice to unstow the Goods or such part thereof which are stowed in Containers and/or to store the Goods or that part thereof ashore, afloat, in the open or under the cover at the sole risk 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 stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage of land or payable by the Carrier or any agent or Subcontractor of the Carrier shall forthwith upon demand be paid by the Merchant to the Carrier.
 - If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under clauses (b) and (c) above or in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges, whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may, without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility whatsoever attaching to it, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums claimed by the Carrier from the Merchant in respect of this Bill of Lading.

26. Both to Blame Collision

If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier or, where the Carrier is not the owner or in possession of the carrying ship, as trustee for the owner and/or demise charter of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charter of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying ship or her owners as part of the claim against the carrying ship or her owner or demise charter or other person or those persons in charge of the vessel in which the collision occurred, or where the collision occurred on the carrying ship or ships or objects, other than, in addition to, the colliding ships or objects, are at fault in respect to a collision, contract, stranding or other accident.

27. General Average

General average shall be adjusted according to the York/Antwerp Rules of 1974, as amended in 1990, at any port or place nominated by the Carrier. The Merchant warrants that the adjusted contribution shall be given security as the Carrier may require. The adjusted general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

28. Variation
No consent or agent of the Carrier shall have the 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 the Carrier.

29. Law and Jurisdiction

Any claim or dispute arising under this Bill of Lading shall be governed by the laws of New Zealand and shall be determined exclusively by the courts in New Zealand.

30. Severance

If any provision or part of any provision of this contract is unenforceable, such provision or part thereof shall be severed and such unenforceability shall not affect any other part of such provision or any other provision hereof.