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, transportable 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, articles or things tendered for carriage or bailment or other services by 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 shipper, consignor, the receiver, the consignee, the Holder 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 where the Carriage called for by this Bill of Lading is not Through Transport.
"Services" means the 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:-
i) Any person, firm or carrier with whom the Carrier may arrange to effect any Service in respect of the Goods;
ii) 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;
iii) 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 singular include the plural and vice versa 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:
a) Undertakes to perform and/or in its own name 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
b) Assumes liability as set out in these conditions.
c) 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
a) The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the Carriage.
b) 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, performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any 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
1) 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 the applicable legislation shall be deemed incorporated herein.
2) 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.
3) 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.
4) 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 V111 of the Hague Rules, save that the limitation sum for the purposes of Article 1V 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
a) 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.
b) 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.
c) 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:
i) an act or omission of the Merchant;
ii) insufficiency of, or defective condition of, packing or marking;
iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
iv) inherent vice of the Goods;
v) strike, lock-out, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;
vi) 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;
vii) any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.
d) 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.
e) 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 Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or event 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.
f) Subject to 5C(4) below, the Carrier's liability shall be limited to NZ$100.00 unless the Carrier has otherwise limited its liability entirely.
g) Where the stage of Carriage where the loss or damage occurred can be proved, the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country in which the loss or damage occurred which:
i) cannot be departed from in any private contract to the detriment of the Merchant, and
ii) 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 in no circumstances be liable for direct, indirect or consequential loss or damage of any kind on account of any delay or any other cause whatsoever and howsoever caused. The Carrier does not undertake that the Goods shall arrive at 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 the declared value has been noted, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such legislation. Where the Goods have been packed into Container(s) by 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$100.00 in total unless the Carrier has otherwise limited its liability entirely.

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 provided shall be deemed 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 such convention or law which may be compulsorily applicable and in no such event shall anything be construed to be a waiver of limitation as to Goods shipped in bulk. If no such convention is compulsorily applicable, the Carrier's liability is determined by Clause 5C(3) above.

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 forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event 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 in no circumstances whatsoever or howsoever arising be liable for direct or indirect or consequential loss or damage of any kind whatsoever. The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay whether this action be 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:
a) the Carrier shall not be liable for loss of or damage to the Goods caused by:
i) the manner in which the Container has been stowed; or
ii) the unsuitability of the Goods for Carriage in the Containers; or
iii) 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 reasonable inspection by the Merchant at or prior to the time when the Container was packed or stowed.
b) 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) (iii), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless both the provisos referred to in that paragraph apply.

11. 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
a) 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.
b) 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
a) 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
a) 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.
b) 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.
c) The Freight has been calculated on the basis of particulars furnished by or 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.
d) 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.
e) 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. Lien
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 Stowage
a) The Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, bunker space or any covered space commonly used in the trade for the carriage of goods.
b) The Goods may be stowed by the Carrier in Containers.
c) 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 contained in such 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
a) 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 unseaworthiness or negligence or any other cause whatsoever.
b) 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 health of any other live animal or of 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.

19. Temperature Controlled Containers
a) Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Bill of Lading and extra Freight paid. If a carrying temperature is noted on the front of this Bill of Lading, the Merchant shall ensure that the Goods in the Container are at plus or minus 2 degrees Celsius from the noted temperature at the time the Container is delivered to the Carrier. The Carrier shall exercise due diligence to maintain the supply air temperature noted on the Bill of Lading, plus or minus 2 degrees Celsius while the Goods are in its possession. IT IS THE MERCHANT'S OBLIGATION TO SET THE TEMPERATURE CONTROLS ON THE CONTAINER AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The Carrier has the right but not the obligation to refuse to accept any Container loaded by the Merchant for shipment where the Goods were not within plus or minus 2 degrees Celsius of the contracted carrying temperature at the time when they were loaded into the Container.
b) The Merchant acknowledges that refrigerated Containers are not designed:
(i) to cool or freeze Goods. Goods must not be loaded into a Container when they at a temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage; nor
(ii) to monitor and control humidity levels, even if a setting facility exists. Because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container. Neither will the Carrier be responsible for the maintenance of CO2 levels not withstanding the fact a controlled atmosphere (CA) container may be used and the Carrier has agreed to the use of the same.
c) The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence to ensure that the Container was in good working condition before releasing the empty Container to the Shipper. It is the responsibility of the Merchant to inspect each container on delivery by the Carrier and to ensure that the Container is free from rust, debris, visible holes and any other defects before loading the Goods, and shall also ensure that the refrigeration equipment appears to be working correctly. The Merchant shall be entitled to reject any Container that is considered not to be fit for the carriage of the Goods and the Carrier shall replace the same.
d) The Carrier does not warrant that the refrigeration or heating machinery in any Container will remain free of defects or breakdown during the entire course of the Carriage, but shall exercise care in the operation and maintenance and maintenance of the same while the Container is in its actual possession. The Carrier will not accept responsibility for the recording of temperatures in any form other than any reefer log book maintained on board the Vessel. The Carrier will not comply with any governmental program or protocol unless noted on the front of the Bill of Lading and additional Freight is paid.
e) In the case of temperature controlled Container(s) packed by or on behalf of the Merchant, the Merchant warrants that the Goods have been properly stowed in the Container(s) and that its thermostatic controls have been adequately set by him 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, howsoever arising.

20. Method and Route of Tranportation
a) The Carrier may at any time and without notice to the Merchant:-
i) use any means of transport or storage whatsoever;
ii) transfer the Goods from one conveyance to another including transhipping or carrying the same by a different vessel to that named on the face hereof or by any other means of transport whatsoever;
iii) unpack or remove Goods which have been stowed into a Container and forward the same in another Container or otherwise;
iv) proceed by any route in its discretion (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;
v) 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;
vi) 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;
vii) 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 undergoing repairs, towing or being towed, 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 for 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:-
a) 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 or;
b) 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 the 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
a) 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/or in respect of any such cost incurred as a result of any breach of the terms, conditions or warranties in this contract by the Merchant .
b) The Merchant shall indemnify the Carrier in respect of any loss or damage arising from any inherent defect, quality or vice of the Goods.
c) 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 kinds 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
a) 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 thereto 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.
b) 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 therefore and the Merchant shall indemnify the Carrier from and against all costs and expenses with respect thereto.
c) The Merchant undertakes that any of the goods referred to in clauses (a) and (b) above (including their covering, packaging, containers and other devices they are carried in) shall be 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.
d) 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 of insufficient marking, numbering or addressing of the Goods and shall indemnify the Carrier in respect thereof.

25. Notification and Delivery
a) Any mention herein of parties 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.
b) Where the Carriage 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 on 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 the Merchant's failure to take delivery of the Goods as aforesaid shall be for the Merchant's account.
c) Where the Carriage 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.
d) 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 (if paid 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.
e) If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under clauses (b) or (c) above or if 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 due to 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 of 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 charterer 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 charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, 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 shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated 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 servant 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.

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