

Definitions 'Merchant' means and includes the Shipper, the Consignor, the Consignee, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods, Carrier means the issuer means of this Bill of Lading as named on the face of it 'Carrier' means Cavalier International Air & Ocean Freight.

The headings set forth below are for easy reference only.

### Conditions

#### 1. Applicability

Notwithstanding the heading 'Combined Transport Bill of Lading' the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading, is performed by one mode or transport only

#### 2. Issuance of the 'Combine Transport Bill of Lading'

- 2.1 By the issuance of this 'Combined Transport Bill of Lading the Carrier:
- undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place designate for delivery in this Bill of Lading.
  - assumes liability as set out in these Conditions:
- 2.2 For the purposes and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person of whose services the makes use for the performance of the contract evidence by this Bill of Lading.

#### 3. Negotiability and title to the goods

- 3.1 By accepting this Bill of Lading the Merchant and his transferees agree with the Carrier that, unless it is marked 'non-negotiable', it shall constitute title to the goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the goods herein mentioned.
- 3.2 This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

#### 4. Dangerous Goods an indemnity

- 4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international Convention, relating to the carriage of the goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be the precautions to be taken
- 4.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time they are deemed to be, a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage or expenses arising out of their being taken in charge, or their carriage, or of any service incidental thereto. The burden of proving the Carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the person entitled to the goods.
- 4.3 If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Carrier, without liability on the part of the Carrier, except to general Average if any.

#### 5. Description of Goods and Merchant's Packing

- 5.1 The Consignor shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier of the description of the goods, marks, number, quantity, weight and/or volume as furnished by him, and the Consignor shall indemnify the Carrier against all loss, damage and expenses arising from resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility under this Bill of lading to any person other than the Consignor.
- 5.2 Without prejudice to Clause 6(A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of goods or by faulty loading or packing within containers and trailers and on flats, when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Carrier, or by the defect or unsuitability of the containers, trailers or flats when supplied by the Merchant, and shall indemnify the Carrier against any additional expenses so caused.

#### 6. Extent of Liability

- A
- The Carrier shall be liable for loss or damage to the goods occurring between the time when he takes the goods into his charge and the time of delivery.
  - The Carrier shall however, be relieved or liability for any loss or damage if such loss or damage was caused by
    - an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the goods in charge;
    - insufficiency or defective condition of the packaging or marks and/or numbers;
    - handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
    - inherent vice of the goods;
    - strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;
    - any cause of event which the carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence;
    - a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under a applicable international Convention or national law governing liability in respect of nuclear energy.
  - The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Carrier. 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 events specified in b) to d) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.
- B
- When in accordance with clause 6A 1, the carrier is liable to pay compensation in respect of loss or damage to the goods and the stage or transport where the loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be determined by the provisions contained in any international Convention or national law, which provisions.
- cannot be departed from by private contract, to the detriment of the claimant,
  - and would have applied if the claimant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international Convention or national law applicable.

#### 7. Paramount Clause

The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague Visby Rules contained in the Protocol of Brussels, dated February 23rd 1968 as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and, where no mandatory international law applies, to the carriage of goods by inland waterways also, and such provisions shall apply to all goods whether carried on deck or under deck.

#### 8. Limitation Amount

- 8.1 When the Carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been so delivered.

- 8.2 The value of the goods shall be fixed according to the current commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
- 8.3 Compensation shall not, however, exceed 2 SDR (Special Drawing Rights) per kilo of gross weight of the goods lost or damaged, unless, with the consent of the Carrier, the Merchant has declared a higher value for the goods and such higher value has been stated in the CT Bill of Lading, in which case such higher value shall be limit. However, the Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim.
9. **Delay, Consequential Loss, etc.**  
Arrival times are not guaranteed by the Carrier. If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods the liability of the Carrier shall be limited to double the freight for the transport covered by this Bill of Lading, or the value of the goods as determined in Clause 8, whichever is the less.
10. **Defences**
- 10.1 The defences and limits of liability provided for in these Conditions shall apply in any action against the Carrier for loss or damage or delay to the goods whether the action be founded in contract or in tort.
- 10.2 The Carrier shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 8 if it is provided that the loss or damage resulted from an act or omission of the Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result.
11. **Liability of Servants and Sub-contractors**
- 11.1 If in action for loss or damage to the goods is brought against a person referred to in paragraph 2 Clause 2, such person shall be entitled to avail himself of the defences and limits of liability which the Carrier is entitled to invoke under these Conditions.
- 11.2 However, if it is proved that the loss or damage resulted from an act or omission of this person, done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit or limitation of liability provided for in paragraph 3 of Clause 8.
- 11.3 Subject to the provisions of paragraph 2 of Clause 10 and paragraph 2 of this Clause, the aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph 2 of Clause 2 shall in no case exceed in the limits provided for in these Conditions.
12. **Method and Route of Transportation**  
The Carrier reserves to himself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.
13. **Delivery**  
If delivery of the goods or any part thereof is not taken by the Merchant, at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled to store the goods or the part thereof at the sole risk of the Merchant, where upon 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 by or payable by the Carrier or any agent or subcontractor of the Carrier shall forthwith upon demand be paid by the Merchant of the Carrier.
14. **Freight and Charges**
- 14.1 Freight shall be paid in cash without discount and, whether prepayable or payable at destination, shall be considered as earned on receipt of the goods and not to be returned or relinquished in any event.
- 14.2 Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading or, at the Carrier's option in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepayable freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified of arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is higher, or at the option of the Carrier on the date of the Bill of Lading.
- 14.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.
- 14.4 The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions of force majeure.
- 14.5 The Merchant warrant the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Carrier reserves the right to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damage to the Carrier for his inspection costs and losses of freight on other goods not withstanding any other sum having been stated on the Bill of Lading as freight payable.
15. **Lien**  
The Carrier shall have a lien on the goods for any amount due under this Bill of Lading including storage fees and for the cost of recovering same may enforce such lien in any reasonable manner which he may think fit.
16. **General Average**  
The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection.
17. **Notice**  
Unless notice of loss or damage to the goods and the general nature of it be given in writing to the Carrier or the person referred to in paragraph 2 of Clause 2, at the place of delivery before or the time of the 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 be no apparent, within seven consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.
18. **Non delivery**  
Failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed in a CT Bill of Lading or, where no time is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the combined transport operation shall, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the goods as lost
19. **Time Bar**  
The Carrier shall be discharged of all liability under the rules of these Conditions, unless suit is brought within nine months after
  - the delivery of the goods, or
  - the date when the goods should have been delivered, or
  - the date when in accordance with Clause 18, failure to deliver the goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery the right to treat the goods as lost.
20. **Jurisdiction**  
Actions against the Carrier may only be instituted before the competent court in Rotterdam, The Netherlands and shall be decided according to Dutch law.