

**1. DEFINITIONS**

"Carrier" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading, including but not limited to the loading, transport, unloading, storage, warehousing and handling of the Goods and related documentation and IT processes.

"Carrier" means MCL – FZCO of Dubai Silicon Oasis, Dubai, U.A.E, trading as Maritime Container Lines.

"The Goods" means the Goods but are not limited to the Maritime Container Lines LLC which arranged the Carriage and/or issued this bill of lading and the Maritime Container Lines LLC in the country where the Goods are discharged and/or delivered.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"Consolidation" includes stowing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Container" includes any container (including but not limited to containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.

"Freight" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the consignee or the indemnifying party.

"Goods" means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

"Hague-Visby Rules" means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968, it is expressly provided that nothing in this bill of lading shall be construed as applying to the Hague-Visby Rules.

"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of, this bill of lading or in whom rights of suit and/or liability under this bill of lading have been lawfully vested or transferred.

"Indemnify" means defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligence or non-negligence or omissions of the indemnifying party.

"Merchant" includes the Shipper and the Persons named in this bill of lading as consignee and notifying party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, the Person to whom the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.

"Multimodal Transport" arises if the Carrier has indicated a place of receipt and/or a place of delivery on the front hereof in the relevant spaces, "Non US Carriage" means any carriage which is not US Carriage.

"Package" where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each a "Package".

"Person" includes an individual, corporation or other legal entity.

"Pomerene Act" means the United States Federal Bill of Lading Act 1916 49 U.S.C. 801 or any amendments thereto.

"Port of Port Transport" arises if it is not Multimodal Transport.

"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading.

"Sub-Contractor" includes but is not limited to owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, forwarding agents, liner agents, customs brokers, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors or agents employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.

"US Carriage" means carriage to, from or through any part of the United States of America.

"Vessel" means any waterborne craft used in this bill of lading including but not limited to ocean vessels, feeder vessels and inland water vessels whether named in the bill of lading or substituted vessels.

**2. CONTRACTING PARTIES**

The Carrier and the Merchant hereby confirm and agree that the Carrier's Agents act as the Carrier's agents only and that the Merchant has no claim against the Carrier's Agents for any claims arising out of the Carriage.

**3. CARRIER'S TAIRFF**

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**TERMS AND CONDITIONS**

7.8 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

**8. DANGEROUS GOODS**

8.1 No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), or otherwise dangerous, shall be loaded on or in Containers or in the Carriage unless the Carrier is aware 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, delay or expenses arising from the Carriage. The Carrier shall not be liable for any loss, damage, delay or expenses arising from the Carriage.

8.2 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 Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the ship or cargo, the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage without liability on the part of the Carrier except to General Average, if any.

8.3 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

**9. CONTAINERS**

9.1 Goods may be Consolidated by the Carrier on or on Containers and Goods may be Consolidated with Goods owned by other Persons.

9.2 The terms of this bill of lading shall apply to the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

9.3 If a Container has been Consolidated by or on behalf of the Merchant, the Carrier shall not be liable for loss of or damage to the Goods:

(a) caused by the unsuitability of the Goods for carriage in Container actually used;

(b) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (b) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at the time of loading when the Container was stuffed;

(c) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

9.4 Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under any obligation to provide a Container of any particular type.

9.5 Goods stowed in closed containers other than flats or pallets, whether by the Carrier or the Merchant, may be carried on deck, on an open lorry, on an open trailer, or on an open railway wagon without notice to the Merchant, Such Goods, whether or not so carried, shall participate in General Average and shall be subject to the provisions of this bill of lading in respect of the Goods.

9.6 The provisions of clause 6 also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

9.7 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

**10. TEMPERATURE CONTROLLED CARGO**

10.1 The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the face of this bill of lading if this bill of lading has been prepared by the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been checked and found to be satisfactory before the Goods are loaded.

10.2 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Merchant shall Indemnify the Carrier for any resulting loss the Carrier suffers.

10.3 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.4 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.5 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.6 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

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10.8 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.9 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.10 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.11 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.12 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.13 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.14 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.15 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.16 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.17 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.18 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.19 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.20 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

10.21 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

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10.23 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

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10.30 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this bill of lading and the Goods covered by this bill of lading in connection with the Goods for which the Carrier is not responsible.

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