

Shipper

B/L No



Consignee

**FEDNAV INTERNATIONAL LTD.**  
 SUITE 3500, 1000 RUE DE LA GAUCHETIÈRE OUEST  
 MONTREAL, QUEBEC, CANADA H3B 4W5

SHIPPED in apparent good order and condition, unless otherwise stated herein, weight, measure, marks, numbers, quality, contents and value unknown, by named shipper for carriage to named port of discharge or so near thereunto as the vessel may safely get, always afloat, the foregoing goods which are to be delivered in the like order and condition at the named port of discharge or any substitute port or place of discharge as herein provided either to the on-carrier pursuant to Clause 7, if forwarding to final destination is herein expressly indicated, or if not to named consignee or his or their Assigns, he or they paying freight as per note on the margin plus other charges incurred in accordance with the provision contained in this Bill of Lading. In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all stipulations, exceptions and conditions, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. The stipulations, exceptions and conditions printed on the back hereof (which are also accessible at [www.fednav.com/en/lading/index.html](http://www.fednav.com/en/lading/index.html)) are part of this Bill of Lading. One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order. One being accomplished the others stand void.

Notify party (No responsibility whatsoever will attach to the ship, the Company or its Agents through any omission or failure to advise to any notify address)

* Pre-carriage by	* Place of receipt	*** THE NATURE AND VALUE OF THE GOODS MAY BE DECLARED BY THE SHIPPER SUBJECT TO THE PROVISIONS OF CLAUSE 18 OF THIS CONTRACT.  However, if any references to Particulars of Sale Contracts and/or Letters of Credit and/or Import Licences and/or Invoice Numbers and/or Order Numbers and/or details of any contract to which the carrier is not a party are shown on the face of this Bill of Lading, they are included solely at the request of the Merchant for his convenience. The inclusion of such particulars shall not be regarded as a declaration of value and shall in no way reduce or vary the carrier's rights and immunities (including any limitation of liability) under this Bill of Lading. The Merchant undertakes that no claim, action or allegation shall be made against the carrier as a consequence of including such particulars in the Bill of Lading. If any such claim, action or allegation should be made against the carrier, the Merchant agrees to indemnify the carrier against any and all consequences thereof.
Ocean vessel (with privilege to substitute)	Port of loading	
Port of discharge	* Final destination	

Carrier's receipt		Particulars furnished by the Merchant			
Marks and Nos.	No. of Pkgs. or Units	Kind of packages: Description of goods	Gross weight	Measurement	
<div style="position: absolute; top: 50%; left: 50%; transform: translate(-50%, -50%); opacity: 0.3; font-size: 100px; pointer-events: none;">                     SPECIMEN                 </div>					

*** Value, freight and charges	Revenue Tons	Rate	per	Prepaid	Collect
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The term "Apparent Good Order and Condition" when used in this Bill of Lading with reference to iron, steel or metal products does not mean that the goods, when received, were free of visible rust or moisture. If the shipper so requests, a substitute Bill of Lading will be issued omitting the above definition and setting forth any notations as to rust or moisture which may appear on the Mates' or Tally Clerks' Receipts.

PAYABLE AT :	Place and date of issue :
No. of Orig. B(s)/L.	As agents only for and on behalf of the Master

**\* APPLICABLE ONLY WHEN USED AS THROUGH BILL OF LADING**

# STIPULATIONS, EXCEPTIONS AND CONDITIONS

## 1. Definition.

Wherever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the shipper, the receiver, the consignee, any holder of the Bill of Lading, and the owner of the goods.

## 2. Parties to the Contract.

The contract evidenced by this Bill of Lading is between the Merchant and the owner or demise charterer, in case of demise charter, of the vessel named herein (or substitute) and it is therefore agreed that said shipowner or demise charterer is the carrier and shall alone be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the carrier and/or bailee of the goods shipped hereunder, all limitations of, and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that neither the company nor the agent(s) who has executed this Bill of Lading for and on behalf of the Master is a principal in the transaction, and neither said company nor agent(s) shall be under any liability arising out of the contract of carriage either as carrier or as bailee of the goods.

## 3. Paramount Clause.

(1) If either the port of loading or the port of discharge named on the face hereof is located in the United States of America (USA), this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the USA approved April 16, 1936, and the governing law of the contract evidenced by this Bill of Lading shall be the law of the USA. In such event, the provisions in said Act shall be deemed to be incorporated herein and shall govern before the goods are loaded on and after they are discharged from the ship throughout the time the goods are in the actual custody of the carrier.

(2) Subject to subparagraph (1) of this Clause, if this Bill of Lading is issued in a country which has adopted the Hague Rules or has no law of a mandatory nature respecting the rights and obligations of parties to a contract of sea carriage of goods, this Bill of Lading shall have effect subject to, and shall be deemed to incorporate, the Hague Rules. Where the amount of the carrier's limit of liability under the Hague Rules has not been translated into national currency, the carrier's limit of liability shall be calculated at US\$500 per limitation unit (see clause 18).

(3) In all cases not provided for in subparagraphs (1) and (2) of this Clause, this Bill of Lading shall have effect subject to the Hague-Visby Rules.

In this Bill of Lading, the "Hague Rules" means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on August 25, 1924 or any enactment giving effect to the substance of the Rules. The "Hague-Visby Rules" means the Hague Rules as amended by the Protocols signed at Brussels on February 23, 1968 and December 21, 1979. Except where the law of the USA applies in accordance with subparagraph (1) of this Clause, the governing law of the contract evidenced by this Bill of Lading shall be Canadian Maritime Law.

## 4. Jurisdiction Clause.

Any action by the Merchant arising out of the goods carried under this Bill of Lading shall, whenever the port of loading or the port of discharge named on the face hereof is in the USA, be brought only in the United States District Court having admiralty jurisdiction at the USA port of loading or USA port of discharge, as the case may be, to the exclusion of any other Court or forum. In all other cases, such action by the Merchant shall be brought exclusively in the Federal Court of Canada. The Merchant undertakes to defend, indemnify, and hold the carrier harmless against all consequences and damages the carrier may suffer if the Merchant files an action in breach of this clause and further agrees to pay the carrier all his costs and attorneys fees in defending any such action filed by the Merchant or his subrogated insurer.

## 5. Period of responsibility.

Unless Clause 3(1) is applicable, the carrier shall not be liable for loss of or damage to the goods during the period before loading and after discharge from the vessel, however such loss or damage arises, and even if caused by the act, neglect or default of the carrier, his agents, servants or other persons for whom the carrier is responsible and even though the goods are in the custody of the carrier as warehouseman or otherwise whatsoever.

## 6. Voyage Clause.

The vessel shall have liberty to sail without pilots, to proceed via any route, to proceed to, return to and stay at any port or ports whatsoever (including the loading port) in any order in or out of the route or in a contrary direction to or beyond the port of destination once or often for bunkering or loading or discharging cargo or embarking or disembarking passengers whether in connection with the present, a prior or subsequent voyage or any other purposes whatsoever, and before giving delivery of the within mentioned cargo at the port of discharge herein provided and with the like liberties as aforesaid to leave and then return to and discharge of said cargo at such port, to tow and to be towed, to make trial trips, with or without notice, to adjust compasses, or to repair or dry-dock with or without cargo on board. The exercise of any liberty in this Clause shall form part of the agreed voyage.

## 7. Substitution of vessel, transshipment, and forwarding.

This Clause is always and in its entirety subject to Clause 17 hereof.

Whether expressly arranged beforehand or otherwise, the carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the carrier or others or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to transship, land, and store the goods either on shore or afloat and reshipe and forward the same at the carrier's expense, but at the Merchant's risk.

Whenever the goods are to be forwarded to a final destination other than the named vessel's port of discharge the carrier acts as forwarding agent only of the Merchant in order to effect on-carriage to such final destination, without any other responsibility whatsoever, even though the freight for the whole transport has been collected by him. The carriage by any on-carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of Bill of Lading, freight note, contract, or other shipping document used at the time by such on-carrier, whether issued for the goods or not, even though such terms may be less favourable to the Merchant than the terms of this Bill of Lading and may contain more stringent requirements as to notice of claim or commencement of suit and may exempt the on-carrier from liability for negligence.

The Merchant expressly authorizes the carrier to arrange with any such on-carrier that the lowest valuation of the goods or limitation of liability contained in the Bill of Lading or shipping documents of such on-carrier shall apply even though lower than the valuations or limitation herein; pending or during transshipment the goods may be stored ashore or afloat at the Merchant's risk and expense and the carrier shall not be liable for detention. The responsibility of the carrier shall be limited to the port of the transport performed on the vessel named herein or substituted therefor, and the carrier shall not be liable for loss, damage, or delay whatsoever arising during any other part of the transport even though the freight for the whole transport has been collected by him.

## 8. Loading, discharging, and delivery.

The ship may commence discharging immediately upon arrival and the carrier, without giving notice either of arrival or discharge, may discharge the goods directly as they come to hand, at or onto any wharf, craft, or place which the carrier may select, and continuously, Sundays and holidays included, at all such hours by day or by night as the carrier may determine no matter what the state of the weather or custom of the port may be, but always subject to the provisions of Clause 5 hereof. All lashing and use of craft in loading and/or discharging shall be at the expense of the Merchant unless contrary to the custom of the port but always at the risk of the Merchant, the carrier having no responsibility other than to arrange for lighter or craft as agent of the Merchant. Landing and delivery charges and pier dues shall be at the expense of the Merchant. If the goods are not taken away by the Merchant prior to the expiration of the period of free wharfage, customary or specified by the authorities at the discharging port, the goods may be at the carrier's option and subject to and without prejudice to any lien of the carrier, be sent to storage or warehouse, or be permitted to lie where landed, but always subject to the provisions of Clause 5 hereof. The carrier shall not be required to give any notification of disposition of the goods.

## 9. Goods loaded on deck and certain obligations of the Merchant.

The goods may be stowed on or under deck. Goods stowed in the poop, forecastle, deck house, shelter deck, or any covered-in space commonly used in the trade for the carriage of goods shall be deemed for all purposes to be stowed under deck. In respect of goods carried on deck, or to be carried on deck, all risk of loss or damage shall be borne solely by the Merchant without responsibility or liability of the carrier for any loss or damage whatsoever arising whether caused by the carrier's negligence or otherwise, but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and provisions stated in the pertinent Act or Rules referred to in Clause 3 hereof notwithstanding any provision of such Act or Rules which would otherwise exclude the application of the same to such goods. Where any legislation provides that the Rules shall apply to deck cargo if the Bill of Lading expressly so states, it is agreed for the purpose of this Bill of Lading that such Rules will apply to deck cargo only to the extent hereinabove provided.

The Merchant warrants that all packages and cases shall be clearly and durably stamped or marked in letters and numbers not less than five (5) centimetres high, together with the name of the port of discharge, and that such markings shall correspond to the marking and numbers inserted in this Bill of Lading, and, further, that the marking and numbering of the packages and pieces and the description of their contents shall in all respects comply with all laws and regulations in force at the intended port of discharge or final destination. The Merchant warrants that the goods as loaded will be properly and adequately packed (including, but not limited to, any necessary lashing or fastening) for the intended carriage by sea and the carrier shall not be liable for loss or damage to the goods due to the insufficiency of packing, whether or not such insufficiency is apparent at the time of delivery into the care of the carrier and whether or not exception thereto is noted on the face of the Bill of Lading, notwithstanding that the goods may be believed to have been received in apparent good order and condition.

The Merchant warrants that the goods are fit for deck carriage.

The Merchant shall comply with all applicable laws, regulations and requirements of customs, port, and other authorities, and shall be liable for any payment, expense, fine, dues, duty, tax, impost, loss, damage, or detention sustained or incurred by or levied upon the carrier or the ship in connection with the goods, however caused, including, but not limited to: any action or requirement of any Government or Governmental authority or person purporting to act under the authority thereof; seizure under legal process or attempted seizure; incorrect or insufficient marking, numbering or addressing of packages or description of the contents; failure of the Merchant to procure Consular, Board of Health or other requisite certificate to accompany the goods; failure to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port or place; or any act or omission of the Merchant.

The Merchant shall defend, indemnify and hold harmless the carrier against any loss, damage, claim, liability, cost or expense whatsoever (including, but not limited to, attorney's fees incurred by the carrier in the defence and/or prosecution of any claim) arising from (a) any breach of any of the provisions in this Clause 9, or (b) any cause in connection with the goods for which the carrier is not responsible.

## 10. Goods of perishable nature.

If fresh fruits, vegetables, meats, or any goods or articles of a perishable nature, shall at any stage become decayed, injurious or offensive, or be condemned or discharged by the health or other authorities, the same may be thrown overboard or discharged without notice, either before or after arrival. The carrier may discharge fresh fruits, vegetables, meats, and any goods or articles that are of a perishable nature at any time and without prior notice, notwithstanding any danger to such goods or articles from freezing, heating, or other weather conditions, and all such goods or articles are received for shipment subject to the risk of such discharge. If delivery thereof is not taken from the vessel's tackle or, at the vessel's option, at the wharf, as soon as available after landing, the same may be left on the wharf or other convenient place or placed in a warehouse at the risk and expense of the Merchant, who shall be liable to pay for any detention, storage, and other charges resulting from or occasioned by failure to take immediate delivery and the carrier shall have a lien on the goods for such charges. The carrier shall not be liable in any respect whatsoever, if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that goods are upon the wharf, craft or other loading or discharging place.

## 11. Freight, charges, and lien.

A. Freight shall be payable on gross intact weight or measurement or gross discharge weight or measurement, or on an ad valorem basis, or on a package basis at carrier's option. Freight may be calculated on the basis of the particulars of the goods furnished by the Merchant herein but the carrier may at any time open packages and examine, weigh, measure, and value the goods. If the Merchant's particulars are found to be erroneous and additional freight is payable, the Merchant shall also be liable for any expense incurred for examining, weighing, measuring, and valuing the goods.

B. Freight hereunder to port of discharge and/or final destination named herein shall be deemed earned in full upon receipt of the goods by the carrier, whether the freight is stated or intended to be prepaid or to be collected at destination, and the carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not and to receive and retain them under all circumstances whatsoever, ship and/or goods lost or not lost. Freight and charges shall be due and payable in full as earned, without offset, counterclaim or deduction, whether the goods be damaged or lost or packages be empty or partly empty. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the Merchant.

C. The shipper, receiver, consignee, any holder of the Bill of Lading, and the owner of the goods shall each be jointly and severally liable to the carrier for the payment of all freight and charges and for the performance of the obligation of each of them under this contract.

D. The carrier shall have a lien on the goods and any documents relating thereto, which shall survive delivery, for (a) freight, demurrage, and any sums whatsoever due to the carrier under this contract and/or any other contract, and/or (b) any claims for damages arising from the Merchant's breach of any of the provisions of this contract. The carrier may exercise its lien at any time and at any place at its sole discretion, whether the contractual carriage is completed or not. The carrier may enforce this lien by public or private sale and without notice. In any event any lien shall extend to cover the cost, expense and attorney's fees of recovering any such sums or damages.

## 12. Delay.

The carrier does not undertake that the goods shall arrive at the port of discharge or place of delivery at any particular time, or to meet any particular market or use and the carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by or resulting from delay.

## 13. General average.

General average to be adjusted at any port or place at carrier's option and to be settled and paid according to the York-Antwerp Rules 1974, as amended 1990.

## 14. New Jason Clause.

In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods and the Merchant jointly and severally, shall contribute with the carrier in general average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salvage ship or ships belonged to strangers.

## 15. Both to Blame Collision Clause.

If the liability for any collision in which the vessel is involved while performing this Bill of Lading falls to be determined in accordance with the laws of the USA, the following clause shall apply. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship, or her owners, to the owners of said goods, and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or 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 ship or objects are at fault in respect to a collision or contact.

## 16. Liberty Clause.

The carrier, the Master, and the ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise whatsoever given by the Government of any nation or department thereof or any person acting or purporting to act with the authority of such Government of any department thereof, or by any committee or person having, or purporting to have under the terms of the war risk insurance on the ship, the right to give such orders or directions. Anything done or not done by reason of or in compliance with any such order or direction shall not be deemed a deviation, and delivery or other disposition of the goods in accordance with or as necessitated or occasioned by such order or directions shall be a fulfilment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

It is hereby expressly agreed that in the event of an embargo which makes it unlawful to discharge the goods at the port of discharge named in this Bill of Lading or in the event that any law, regulation, order or direction of any Government of any nation or department thereof or any order or direction of any person acting or purporting to act with the authority of such Government or any department thereof requires or purports to require the carrier, the Master or the ship not to, or renders or purports to render it unlawful for the carrier, the Master or the ship to, carry the goods, proceed on or continue the voyage or discharge the goods at the port of discharge, whether such embargo, law, order or direction was existing or anticipated before commencement of or during the voyage, the carrier and the Master shall have the privileges and rights and the goods and the Merchant shall have the obligations specified in Clause 17 hereof. This provision shall not be construed as limiting the privileges and rights of the carrier or the Master under this Clause 16 and Clause 17 hereof in circumstances other than those specified herein.

## 17. Special circumstances.

In any situation whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, including but not limited to weather and/or ice conditions, congestion in port or berth, strike, lock-out, stoppage, restraint of labour or refusal of labour to work from whatever cause, and whether partial or general, and any obstruction of locks or waterways which in the reasonable judgment of the carrier or the Master is likely to give rise to vessel entrapment during winter in the Great Lakes, their tributaries or the St. Lawrence Seaway, capture, seizure or detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent or unlawful for any reason to proceed on or to continue the voyage or to enter or discharge the goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port or to result in the vessel not clearing the St. Lawrence Seaway before its closing and without limiting the foregoing in the event of the closing of the St. Lawrence Seaway, the Master, whether or not proceeding toward entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the goods there, may, without giving any prior notice, abandon the voyage and proceed or return, directly or indirectly, to or stop at such other alternate port or place whatsoever as he or the carrier may consider safe or advisable under the circumstances and discharge the goods or any part thereof there and when landed as herein provided the goods shall be at the risk and expense of the Merchant, or the Master may, without giving any prior notice, abandon the voyage and discharge the goods into depot, lazaretto, craft or other place and the goods and the Merchant shall be liable for any extra and further expenses thereby incurred, or the Master may retain the goods on board until the return trip or until such time as he or the carrier believes advisable in the circumstances. The discharge of the goods as herein provided shall be considered complete delivery by the carrier and the carrier shall be freed from any further responsibility in respect thereof, including but not limited to transshipment and forwarding costs and expenses, except to mail notice of the disposition of the goods directed to the Merchant named in this Bill of Lading at such address as may be stated hereon. The Master or carrier, acting as forwarding agents only, may forward the goods so discharged by any means by water or by land or by both such means, at the risk and expense of the Merchant. All expenses and charges shall be payable by the Merchant. In the event that the carrier renders any extra services to the goods or the length or duration of the voyage is increased over the contemplated voyage, the Merchant shall pay to the carrier, in addition to earned freight, a reasonable extra compensation.

## 18. Limitation of Value.

Whenever the port of loading or the port of discharge named on the face hereof is located in the USA and there is loss or damage to or in connection with goods exceeding in actual value \$500 lawful money of the USA per package (or, in case of goods not shipped in packages, per customary freight unit), the value of the goods shall be deemed to be US\$500 per package (or per customary freight unit as applicable) and the carrier's liability, if any, shall be determined on the basis of a value of US\$500 per package or per customary freight unit, unless the nature of the goods and a valuation higher than US\$500 shall have been declared in writing by the shipper upon delivery to the carrier and inserted on this Bill of Lading, and extra freight equal to nine percent of the value declared has been pre-paid and, in such case, if the actual value of the goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the carrier's liability, if any, shall not exceed such declared value.

Whenever the port of loading and the port of discharge named on the face hereof are not located in the USA, the amount of any like limitation per package or, if the goods are not shipped in packages, per physical unit, as stated in the Rules applying to this contract of carriage pursuant to Clauses 3(2) and 3(3) hereof, shall be substituted in the place and stead of the aforementioned US\$500 amount or limitation but the foregoing in all other respects to remain identical.

## 19. Himalaya Clause.

A. It is hereby expressly agreed that no person, other than the carrier and the vessel, shall in any circumstances whatsoever be under any liability to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on its part while acting in the course of or in connection with the performance of this contract. For the purpose of this and the following paragraphs of this clause, "person" shall be defined as any individual or entity that owns, operates, charters, sub-charters, slot charters, mans or manages any vessel used to facilitate the transportation contemplated by this bill of lading and any stevedores, warehousemen, truckers, railroads (including their agents, sub-agents or independent or sub-contractors), and other individuals (including officers and crew) or entities providing equipment for or performing services arising from the transportation contemplated by this bill of lading.

B. Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art. III, Rule 8 of the Hague/Hague-Visby Rules or § 1303(8) of the U.S. COGSA if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder, including the right to enforce any jurisdiction or arbitration provision contained herein, shall also be available and shall extend to every such person defined in paragraph A of this clause. Any such person, as well as the carrier, shall be entitled to enforce the same against the Merchant.

C. (i) The Merchant undertakes that no claim or allegation, whether arising in contract, bailment, tort or otherwise, shall be made against any such person which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract, whether or not arising out of negligence on the part of such person. Any such person, as well as the carrier, shall be entitled to enforce the foregoing covenant against the Merchant; and

(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made against any such person or vessel, then the Merchant agrees to defend, indemnify and hold harmless any such person or vessel and the carrier against all consequences and damages they may suffer as a result thereof and to indemnify the carrier and any such person or vessel with regard to all costs and attorneys' fees in defending the claim or allegation; and

(iii) The Merchant further undertakes to defend, indemnify and hold harmless the carrier against all consequences and damages the carrier may suffer, including all costs and attorneys' fees, in defending a claim or allegation made against the carrier by any person against whom a claim or allegation is made by the Merchant in contravention of sub-paragraph (i) above.

D. For the purpose of paragraphs A, B, C and D of this clause, the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons defined in paragraph A above and all such persons shall be or be deemed to be parties to this contract for these purposes.

E. The defences and limits of liability provided for in this bill of lading shall apply in any action against the carrier whether the action be founded in contract, bailment, tort or otherwise.

## 20. Variation of the contract.

The terms and conditions of this Bill of Lading, which evidences the contract between the parties, supersede any other agreements or freight engagements, and 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 authorized or subsequently ratified in writing by the carrier.

## 21. One Year Limitation.

All actions are to be brought by the Merchant within one year of the date of discharge to a fit and proper wharf port or, in the case of non-delivery, of the date on which they ought to have been delivered by discharge to a fit and proper wharf. Merchant shall give notice of the commencement of any lawsuit to the defendant within twenty-one calendar days of filing failing which the lawsuit shall be deemed dismissed operating as an adjudication on the merits.