

DDC/028/063/3 10.03.86 Rec. S: S: 86

kirkeby

KIRKEBY A/S
MALERHAUGVN. 15
OSLO 6
TLF.: 02-67 31 87
TELEX 16 794
BANKGIRO 6059.05.00499
POSTGIRO 5 10 51 01

Inv/Dakawa

African National Congress (SA)

c/o NORDPLAN A/S
P.o.Box 2820

Dar es Salaam
TANZANIA

FAKTURA PRO FORMA INVOICE
FOR CUSTOMS ONLY

Vareadresse

MARK:
UD/ANC. DAKAWA
Order no. A.103/17

Deres ref:	Fors.måte:	Pakks nr.	S	Kundenr:	Dato:	Fakturanr:
					10.3.86	

Varenr.	Varebeskrivelse	Enhet	Best.ant.	Lever ant.	Pris	%	Beløp
HARDWARE STORE							
174 pcs.	Uprights	2980 mm					
232 "	Diagonal ties for	500 mm deep end frame					
28 "	"	"	"	700 mm	"	"	"
88 "	"	"	"	800/1000 mm rear			
20 "	Cladding sheets	2980 x 500 mm					
2 "	"	"		2980 x 700 mm			
40 "	Shelves	800 x 500 mm					
640 "	"	1000 x 500 mm					
10 "	"	800 x 700 mm					
70 "	"	1000 x 700 mm					
34 "	Weld-mesh	1000 x 2900 mm					
900 "	Shelving-knob						
650 "	Bolts & Nuts	M5 x 12					
200 "	"	M5 x 20					
40 "	Weld-mesh clip						NOK. 42.472,-
TOTAL 165 PACKS							
WEIGHT 5.200 KG.							
Enhetskode: 1=stk; 2=par; 3=set; 4=mtr; 5=kg; 6=pk; 7=ltr.							
Betningsbet.				Grunnlag m.v.a.		M.v.a.	FAKTURATOTAL
							NOK. 42.472,-

KUNDENR.	FAKTURADATO	FAKTURANR.

BANKGIRO

BETALINGSSTEDETS STEMPEL

SISTE BETALINGSFRIST FØR RENTEBEREGNING:

BETALERENS NAVN, ADRESSE, POSTNR./STED

.....

UNDERSKRIFT VED BELASTNING

MOTTAKER

KIRKEBY A/S
MALERHAUGVN. 15
OSLO 6

UNNGÅ FORSINKELSER - SKRIV TYDELIG - BRUK FULLSTENDIG POSTADRESSE

FRA BANKKONTONR. (11 SIFFER)	KRONER	ØRE	TIL BANKKONTONR. (11 SIFFER)	REFERANSEN.
			6059 05 00499	+5162760697



KIRKEBY A/S
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Order no. A.103/17

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					10.3.86		
Varenr.	Varebeskrivelse	Enhet	Best.ant.	Lever ant.	Pris	%	Beløp
50 pcs.	Bolts & Nuts M 10 x 25 for staircase						
110 "	" " " " M 8 x 50 " railing						
110 "	Rivets for railing						
25 "	Rail-posts						
36 "	Horizontal tube for railing L = 1500 mm						
10 "	" " " " " " L = 2000 mm						
12 "	Girder angle 50 x 50 x 5 mm L = 2000 mm						
1 "	" " " " " " L = 1852 mm						
1 "	" " " " " " L = 2576 mm						
2 "	" " " " " " L = 2720 mm						
3 "	" " " " " " L = 1040 mm						
12 "	Beams INP 80 L = 1290 mm						
12 "	" INP 120 80 L = 1405 mm						
18 "	Columns RHS 100 squared L = 2190 mm						
71 "	Gratings						
300 "	Gratings-clip						
6 "	Main girders HEA 200 L = 2440 mm						
3 "	" " HEA 200 L = 2270 mm						
3 "	" " HEA 200 L = 1980 mm						
24 "	Secondary girders IPE 120 L = 1690 mm						
2 "	String boards						
cont.							
Enhetskode: 1=stk; 2=par; 3=set; 4=mtr; 5=kg; 6=pk; 7=ltr.							
Betalingsbet.	Grunnlag m.v.a.			M.v.a.		FAKTURATOTAL	

KUNDENR.	FAKTURADATO	FAKTURANR.
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BANKGIRO

BETALINGSSTEDETS STEMPEL

SISTE BETALINGSFRIST FØR RENTEBEREGNING:

BETALERENS NAVN, ADRESSE, POSTNR./STED
UNDERSKRIFT VED BELASTNING

MOTTAKER
KIRKEBY A/S MALERHAUGVN. 15 OSLO 6

UNNGÅ FORSINKELSER - SKRIV TYDELIG - BRUK FULLSTENDIG POSTADRESSE

FRA BANKKONTONR. (11 SIFFER)	KRONER	ØRE	TIL BANKKONTONR. (11 SIFFER)	REFERANSEN.
			6059 05 00499	+5162760701



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MARK:

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Order no. A.103/17

Deres ref:	Fors.måte:	Pakks nr.	S	Kundenr:	Dato:	Fakturanr:
					10.3.86	

Varenr.	Varebeskrivelse	Enhet	Best.ant.	Levert ant.	Pris	%	Beløp
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PLUMBING/ELECTRICAL STORE
ITEM 3 AND 4

364	pcs.	Uprights	2380	mm			
352	"	Diagonal ties for	500	mm	deep	end	frame
56	"	"	"	700	mm	"	"
316	"	"	"	800/1000	mm	rear	
76	"	Cladding sheets	2380	x	500	mm	
4	"	"	2380	x	700	mm	
224	"	Shelves	800	x	500		
658	"	"	1000	x	500		
14	"	"	800	x	700		
98	"	"	1000	x	700		
63	"	Weld-mesh	1000	x	2300		
2700	"	Shelving-knob					
1300	"	Bolts & Nuts	M5	x	12		
700	"	"	M 5	x	20		
80	"	Weld-mesh clip					
80	"	Ekspansion bolts	12	x	70		
550	"	Selfthread bolts	(supertex	6	x	22)	
4	"	Ferrule (outside)	for	balustrade			
20	"	Caps (Inserts)	"	"			
25	"	"	"	uprights			

Enhetskode: 1=stk; 2=par; 3=set; 4=mtr; 5=kg; 6=pk; 7=ltr.

cont.

Betalingsbet.	Grunnlag m.v.a.	M.v.a.	FAKTURATOTAL
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KUNDENR.	FAKTURADATO	FAKTURANR.
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BANKGIRO

BETALINGSSTEDETS STEMPEL

SISTE BETALINGSFRIST FØR RENTEBEREGNING:

BETALERENS NAVN, ADRESSE, POSTNR./STED
UNDERSKRIFT VED BELASTNING

MOTTAKER
KIRKEBY A/S MALERHAUGVN. 15 OSLO 6

UNNGÅ FORSINKELSER - SKRIV TYDELIG - BRUK FULLSTENDIG POSTADRESSE

FRA BANKKONTONR. (11 SIFFER)	KRONER	ØRE	TIL BANKKONTONR. (11 SIFFER)	REFERANSEN.
			6059 05 00499	+5162760700

kirkeby

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OSLO 6
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FAKTURA PRO FORMA INVOICE

Vareadresse FOR CUSTOMS ONLY

MARK:
UD/ANC.DAKAWA
Order no. A.103/17

African National Congress (SA)
c/o NORPLAN A/S
P.O.Box 2820
Dar es Salaam
TANZANIA

Deres ref:		Fors.måte:			Pakks nr.	S	Kundenr:	Dato:	Fakturanr:
								10.3.86	
Varenr.	Varebeskrivelse	Enhet	Best.ant.	Lever ant.	Pris		%	Beløp	

PALLET RACK

24 pcs.	Uprights	3450 mm
60 "	Diagonal ties	1140 mm
24 "	Horizontal ties	960 mm
24 "	Footplates	
24 "	Bracing spacers	
120 "	Bolts & Nuts 3/8"	x 60 mm
48 "	Beams	2775 mm
24 "	"	1875 mm
144 "	Locking-pins	

NOK. 13.332,-

TOTAL 91 PACKS

WEIGHT 1.370 KG.

Enhetskode: 1=stk; 2=par; 3=set; 4=mtr; 5=kg; 6=pk; 7=ltr.

Betalingsbet.	Grunnlag m.v.a.	M.v.a.	FAKTURATOTAL
		NOK.	13.332,-

KUNDENR.	FAKTURADATO	FAKTURANR.

BANKGIRO

BETALINGSSTEDETS STEMPEL

SISTE BETALINGSFRIST FØR RENTEBEREGNING:

BETALERENS NAVN, ADRESSE, POSTNR./STED
UNDERSKRIFT VED BELASTNING

MOTTAKER
KIRKEBY A/S MALERHAUGVN. 15 OSLO 6

UNNGÅ FORSINKELSER - SKRIV TYDELIG - BRUK FULLSTENDIG POSTADRESSE

FRA BANKKONTONR. (11 SIFFER)	KRONER	ØRE	TIL BANKKONTONR. (11 SIFFER)	REFERANSEN.
			6059 05 00499	+5162760698

kirkeby

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Vareadresse

MARK:
UD/ANC:DAKAWA
Order no. A.103/17

Deres ref:	Fors.måte:	Pakks nr.	S	Kundenr:	Dato:	Fakturanr:
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Varenr.	Varebeskrivelse	Enhet	Best.ant.	Lever ant.	Pris	%	Beløp
12 pcs.	Steps						
1 "	Staircase-fixing		10 x	95 x	160 mm		
1 "	" "		10 x	1700 x	160 mm		
102 "	Carrying angle		50 x	50 x	5 mm L = 1003 mm		
8 "	" "		" "	" "	L = 803 mm		
16 "	Supporting angle		5 x	50 mm	L = 1003 mm		
8 "	" "		5 x	50 mm	L = 803 mm		
3 ltr.	Paint						
0.25 "	Paint hardening						

NOK. 195.109,40

TOTAL 430 PACKS

WEIGHT 16.455 KG.

Enhetskode: 1=stk; 2=par; 3=set; 4=mtr; 5=kg; 6=pk; 7=ltr.

Betalingsbet.	Grunnlag m.v.a.	M.v.a.	FAKTURATOTAL
			NOK. 195.109,40

KUNDENR.	FAKTURADATO	FAKTURANR.
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SISTE BETALINGSFRIST FØR RENTEBEREGNING:

BANKGIRO

BETALINGSSTEDETS STEMPEL

BETALERENS NAVN, ADRESSE, POSTNR./STED

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UNDERSKRIFT VED BELASTNING

MOTTAKER

KIRKEBY A/S
MALERHAUGVN. 15
OSLO 6

TERMINALAVTRYKK

UNNGÅ FORSINKELSER - SKRIV TYDELIG - BRUK FULLSTENDIG POSTADRESSE

FRA BANKKONTONR. (11 SIFFER)	KRONER	ØRE	TIL BANKKONTONR. (11 SIFFER)	REFERANSEN.
			6059 05 00499	+5162760696

kirkeby

KIRKEBY A/S
MALERHAUGVN. 15
OSLO 6
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FAKTURA PRO FORMA INVOICE
FOR CUSTOMS ONLY

Vareadresse

MARK:
UD/ANC.DAKAWA
Order no. A.103/17

African National Congress (SA)
c/o NORPLAN A/S
P.O.Box 2820
Dar es Salaam
TANZANIA

Deres ref:	Fors.måte:	Pakks nr.	S	Kundenr:	Dato:	Fakturanr:
					10.3.86	

Varenr.	Varebeskrivelse	Enhet	Best.ant.	Lever ant.	Pris	%	Beløp
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Cost of package and crating
for the following items no. 1.2.
3.4.5.6.7 and 8 according
to agreement

NOK. 8.000,-

Enhetskode: 1=stk; 2=par; 3=sett; 4=mtr; 5=kg; 6=pk; 7=ltr.

Betalingsbet.	Grunnlag m.v.a.	M.v.a.	FAKTURATOTAL
			NOK. 8.000,-

KUNDENR.	FAKTURADATO	FAKTURANR.

SISTE BETALINGSFRIST FØR RENTEBEREGNING:

BANKGIRO

BETALINGSSTEDETS STEMPEL

BETALERENS NAVN, ADRESSE, POSTNR./STED

UNDERSKRIFT VED BELASTNING

MOTTAKER

KIRKEBY A/S
MALERHAUGVN. 15
OSLO 6

UNNGÅ FORSINKELSER - SKRIV TYDELIG - BRUK FULLSTENDIG POSTADRESSE

FRA BANKKONTONR. (11 SIFFER)	KRONER	ØRE	TIL BANKKONTONR. (11 SIFFER)	REFERANSEN.
			6059 05 00499	+5162760703

**OLSON & WRIGHT
NORDSPED A-S****BORDEREAU/WAYBILL**

Nr./No 066925-816

Avsender/Shipper DET KGL.UTENRIKSDEPARTEMENT C/O NORPLAN A/S P.B. 91, MANGLERUD 0612 OSLO 6 NORWAY	Kunde ref./Shippers ref. A103/17 Dato sign./Date, sign. 07-03-86 IGA	P.O.Box 6397 Etterstad 0604 Oslo 6 Telefon (02) 64 90 00 Telex: 19666 ow n 71347 owN n
Mottager/Consignee NORPLAN A/S P.O. BOX 2820 DAR ES SALAAM TANZANIA	Bl. No. Ant. org BL/No of org BL	Airfreight dept. Adr. P.O.Box 205 1330 Oslo Lufthavn
Avvikende motager/Notify address	Lev.vilkår/Terms of delivery C&F DAR ES SALAAM	Tel. (02) 12 16 20 Telex 18173 ohair n Postgiro 5 09 98 66 Bankkonto: 6022.05.22744

Transportmiddel/Mode of transport	Nr./No
BOHEMUND / CGM LANGUEDOC	

Fra/Place of loading OSLO / HAMBURG	Til/Place of discharge DAR ES SALAAM /
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Mrk.nr./Marks and Nos	Kolli, vareslag/Numbers and kind of packages	Vekt, volum/Gross weight/measurement
CONT.NO.101316-8	2 X 20'SHIPPER'S OWN CONTAINERS STC	
SEAL NO.176837	686 CLL RACKING SYSTEMS	8.400KGS 25CB
CONT.NO.256352-1		14.630KGS 23CBM
SEAL NO.176836		

Spesielle instruksjer/Special instructions
 2/3 ORG B/L TO NORPLAN A/S, DAR
 1/3 ORG B/L IN OUR FILES

 M/V "CGM LANGUEDOC" ETA DSM 30.4.86
 1986.
 GOODS FOR UD/ANC DAKAWA A103/17
Kostnader/Charges**Vedlegg/Enclosures**
**OLSON & WRIGHT
NORDSPED A-S**

21-03-86

IVAR GRIMSGAARD

Vareetterkrav / C. O. D.

Shipper

DET KONGELIGE UTENRIKSDEPARTEMENT
c/o NORPLAN A/S
P.O. BOX 91 MANGLERUD
N-0612 OSLO 6
NORWAY

OSL-86-023

Forwarding Agent

A/S NORDSPED
P.O. BOX 6397 ETTERSTAD
N-0604 OSLO 6, NORWAY

References

Consignee Order of
NORPLAN A/S
P.O. BOX 2820
DAR ES SALAAM
TANZANIA

Notify Address

Pre Carriage by (*)
BOHEMUND

Place of receipt (*)
OSLO

Ocean Vessel
CGM LANGUEDOC

Port of Loading
HAMBURG

Port of discharge
DAR ES SALAAM

Final destination (*)

A SERVICE OF THE COMPAGNIE GENERALE MARITIME

Marks and nos

Number and kind of packages : description of cargo

Gross Weight kg

Measurement m3

container no:
101316-8
seal no: 176837

1 x 20' SHIPPERS OWN CONTAINER S.T.C.
RACKING SYSTEMS

8400 KGS

container no:
256352-1
seal no: 176818

1 x 20' SHIPPERS OWN CONTAINER S.T.C.
RACKING SYSTEMS

14630 KGS

TOTAL IN 2 x 20' CONT. 686 CLL./PCKGS. 23030 KGS
IN ADD. CONTAINER TARE APPROX. 2300 KGS x 2

"Container remitted to the carrier previously stuffed and closed by shipper. Carrier having had no reasonable means of checking, does not guarantee contents, nature, number, quantity or quality, which are only mentioned in Bill of Lading for customs and letter of credit purposes."

SHIPPER'S LOAD, STOWAGE & COUNT

COPY

Not Negotiable

Particulars above furnished by Shipper

FREIGHT AND CHARGES (Particulars for calculation of freight only) (Freight to be prepaid/to be collected)

FREIGHT PREPAID

FCL/FCL

As the case may be, the freight will be taxed as per separate Bill.

Jurisdiction : Cf. clause 16-B on the reverse side of this Bill of Lading.

Containers on deck. It is expressly agreed between the Shipper and the Sea-Carrier that goods stowed in containers, transported on ships equipped with appropriate fixing and lashing devices may be loaded on or under the deck of these ships, at the option of the Sea-Carrier, and that the provisions of the Hague Rules or Hague Visby Rules as incorporated herein shall be applicable in all cases whether the transport is carried out on or under deck. Also the goods and/or containers shall contribute in general average whether carried on or under deck.

SHIPPED in apparent good order and condition, unless otherwise stated herein, on board the above ocean vessel (or on board a pre-carrying vessel or other means of transport, if the Place of receipt is named above, for forwarding subject to clause 6B on the reverse side of this Bill of Lading) the cargo specified above, weight, measure, marks, numbers, quality, contents and value unknown, for carriage from the above port of loading and discharge at the port of discharge named above (or other port or place as is provided in clause 8 hereof) or so near thereunto as she may safely get and lie, always afloat, where the Carrier's responsibilities and liabilities shall finally cease, for delivery unto the above-named consignee or to his or their assigns. If the Final destination is named above the cargo shall be forwarded in accordance with clause 6B hereof for delivery unto the above-named consignee or to his or their assigns.

In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

In witness whereof the above stated number of Bills of Lading all of this tenor and date have been signed, one of which being accomplished, the others to stand void.

Freight payable at

Number of original Bs/L

OSLO

3/THREE

Place of issue

OSLO, 21.03.86

FOR THE CARRIER

THE SHIPPER

for A.S NORDSPED

AS AGENT FOR THE SVEDEL LINE

Continued on reverse side.

(*) Applicable only when document used as through Bill of Lading



A Service of the Compagnie Générale Maritime

S.A. au capital de 842 400 000 F - Siège social : TOUR WINTERTHUR, 92800 PUTEAUX - R.C.S. Nanterre B 562024422

Téléphone : 776.70.00 - Télex n° 630387 F GEMA

BILL OF LADING TERMS AND CONDITIONS

1. Definition

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

2. Paramount clause

The contract of carriage evidenced by this bill of lading is governed by the French Law of 18th June, 1966, relating to contracts of affreightment and carriage by sea, « décrets d'application » relating thereto and any amendments thereto, or by the Hague Rules contained in the International Convention dated Brussels 25th August, 1924, or the said Hague Rules as amended by the Protocol signed at Brussels on the 23rd February, 1968 (the Hague Visby Rules) as enacted in the country of shipment, but only in so far as the said Law, « décrets », amendments, Convention or Protocol shall be compulsorily applicable to this contract. If the carriage of goods hereunder shall be to or from ports of the United States, this contract shall have effect in the USA subject to the provision of the United States Carriage of Goods by Sea Act, approved April 16, 1936, the provisions stated in said Act shall govern in the USA before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the carrier.

Further, this contract is subject to the terms and conditions set out hereunder. If and to the extent that any provision of this Bill of Lading is repugnant to or inconsistent with or prohibited by the said Law, « décrets », amendments Convention or Protocol where compulsorily applicable or the said United States Carriage of Goods by Sea Act, such provisions shall be null and void to that extent but no further.

This Contract is also subject to the special provisions of the official Freight Tariff applying to the sea trade covered by this Bill of Lading, which tariff is available at the offices of the Carrier to the Merchant on request.

Neither the Hague Rules or Hague Visby Rules nor the United States Carriage of Goods by Sea Act, approved April 16, 1936 shall apply to this contract where the cargo carried hereunder consists of live animals or cargo which by this contract is stated as being carried on deck and is so carried (but this provision shall not be applicable in the case of cargo in containers carried on deck in pursuance of the « containers on deck » clause on the front page of this Bill of Lading)

3. Exemptions and immunities of owners, disponent owners and all servants, agents and contractors of the carrier

A) It is hereby expressly agreed that no servant (including the Master of the vessel) or agent of the Carrier (including every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay or otherwise of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

Without prejudice to the foregoing provisions, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall extend to protect every such servant (including the Master of the vessel) or agent of the Carrier as aforesaid and for the purpose of all the foregoing provisions the Carrier is or shall be deemed to be acting as agent or trustee on their behalf and for their benefit. To this extent only such servants (including the Master of the vessel) or agents (including independent contractors as aforesaid) shall be deemed to be parties to the contract evidenced by this Bill of Lading

B) In the event that clause 9 (the Identity of Carrier clause) hereof is held invalid or ineffective or inapplicable, then the provisions of this Sub-clause shall apply.

If the ocean vessel is chartered by but does not belong to the Carrier, the owners or disponent owners of such vessel shall be entitled to avail themselves of all exemptions, limitations, conditions, liberties, rights, exemptions from liability, defences and immunities of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder as if this Bill of Lading had been issued by the said owners or disponent owners in their own name and on their own behalf.

C) The Carrier shall be entitled to be paid by the shipper, the receiver, the consignee, the holder of this Bill of Lading or the owner of the cargo (who shall be jointly and severally liable to the Carrier therefor) on demand any sum recovered or recoverable by either such shipper, receiver, consignee, holder or owner of cargo or any other from any servant or agent of the Carrier each as defined in paragraph A hereof or from any owner or disponent owner of the vessel as specified in paragraph B hereof for any such loss, damage, delay or otherwise covered by this clause.

This provision shall apply insofar as the sums thus recovered by the Merchant will exceed the sum he should have been paid, had the provisions of parag. A and B above been fully enforced by any jurisdiction.

4. Reception and delivery of cargo by the carrier

A) Notwithstanding any custom of the port or provisions of the applicable Freight Tariff to the contrary, including but not limited to the cases where the reception operation of the goods before loading or the delivery operations after discharging are compulsorily performed by Governmental or local Authorities, the Carrier accepts custody of the cargo when it is placed on board the ocean vessel and relinquishes custody and delivers the cargo when it is placed alongside the ocean vessel at the port of discharge.

B) The Merchant hereby authorises the Carrier to arrange at the risk and expense of the Merchant, for the loading, discharging, delivery to or receipt from sheds or open ground (if necessary placing on lighters or barges), receipt, tallying and keeping before loading, accepting and tallying at the port of discharge and keeping until delivery of the cargo, with liberty to the Carrier to employ contractors of its choice but always at the Merchant's risk and expense for all or any of the foregoing purposes, such contractors acting according to the circumstances of time and place and their own judgement without any obligation upon them to notify the Merchant.

C) The Merchant or his assign shall tender the cargo as soon as the vessel is ready to load and thereafter as fast as she can receive including (but only if required by the Carrier) outside ordinary working hours notwithstanding any custom of the port to the contrary. If the cargo is not tendered as aforesaid the Carrier shall have no obligation to load such cargo and the vessel may leave without further notice and the Merchant shall be liable for deadfreight.

The Merchant or his assign shall take delivery of the cargo and continue to receive the cargo as fast as the vessel can deliver including (if required by the Carrier) outside ordinary working hours notwithstanding any custom of the port to the contrary. If delivery is not taken as aforesaid the Carrier shall be at liberty to discharge the cargo at the port of destination or at any other port convenient to the Carrier and such discharge shall be deemed true fulfilment of this contract.

The Merchant shall pay all overtime charges incurred in connection with the tendering and receiving of the cargo as aforesaid.

D) If the cargo is not applied for within a reasonable time in accordance with local customs or applicable rules, the Carrier may sell the same privately or by auction and shall in such event be entitled if necessary to enforce the lien provided for by Clause 14 hereof. The Merchant shall accept his reasonable proportion of any unidentified loose cargo or of any sweepings.

5. Notice of vessel's arrival and delivery of cargo

The Carrier shall in no circumstances be bound to notify the consignee of the arrival of the cargo. Any reference in this Bill of Lading to a party to be notified at the port of destination is solely for the information of the vessel's agent and/or banks.

The consignees are obliged to take delivery of their cargo immediately after landing and sorting. The Carrier is in no circumstances liable for loss and/or damage to cargo the delivery of which is taken late.

The Carrier is entitled to a period of four months from the arrival of the vessel at the port of destination in which to trace any cargo missing on discharge during which period he shall be under no liability for non-delivery.

6. Carrier's responsibility

A) Period of Responsibility

The Carrier's responsibility begins only with acceptance of the cargo as defined in clause 4 (A) hereof and ends immediately with delivery as defined in that clause.

B) Pre-Carriage and On-Carriage.

Whenever the Place of receipt and/or Final destination is named on the front hereof, the Carrier shall act only as agent of the Merchant in placing for forwarding of the cargo from the Place of receipt to the port of loading and/or forwarding the cargo from the port or discharge to the Final destination and in any event the Carrier shall be under no liability whatsoever in connection with the cargo until the cargo is loaded on the ocean vessel and the Carrier's liability shall finally cease on discharge of the cargo from the ocean vessel at the port of discharge.

C) Limitation of Liability

The Carrier's liability (if any) for loss or damage to cargo shall be limited in the case of loss to the actual value and in the case of damage to the depreciation in value of the cargo, which values shall be calculated by reference to the cost price at the loading port, plus the freight amount and the loading/unloading expenses (if paid in addition), but excluding all other disbursements, customs dues, taxes, commission, interest, estimated profit and difference of value at port of destination notwithstanding any rule of damages to the contrary. Furthermore, unless the nature of the cargo and a valuation higher than £ 100 Sterling or its counter-value per package or unit shall have been inserted in this Bill of Lading and freight paid accordingly, the Carrier's liability (if any) shall not exceed a sum of £ 100 Sterling or its counter-value per package or unit, except that whenever the United States Carriage of Goods by Sea Act applies as provided in clause 2 of this contract, the said valuation and limitation amounts shall be \$ 500 per package or customary freight unit.

D) Deck Cargo

The Carrier may stow the cargo on deck without prior notice to the Merchant.

In the case of cargo which in this Bill of Lading is stated as being carried on deck and is so carried, the Carrier shall not be liable for loss or damage, howsoever caused.

E) Livestock

The Carrier is not responsible for the operations of loading or discharging live animals and is under no liability for loss, damage, sickness, accident or death from any cause whatsoever during such operations or during carriage, whether such animals are carried on or under deck.

The Carrier may require the Merchant to supply a livestock attendant at the Merchant's expense. If the discharge of livestock is forbidden for any reason whatsoever by local authorities upon the vessel's arrival, the Master may discharge such livestock at a nearby port at the Merchant's own expense, such discharge to be deemed a true fulfilment of this contract and freight to be payable, or he may at his absolute discretion destroy such livestock without any liability upon himself or upon the Carrier.

The Merchant is liable for any loss, damage or injury caused by animals to persons, the vessel or other cargo.

F) Delay

The cargo is carried without any representation or warranty as to the duration of the voyage, time of delivery or otherwise. The Carrier is under no responsibility for any loss or damage whether direct or indirect due to the cargo being subject to delay howsoever caused whilst at sea or pending or during delivery.

If, notwithstanding the foregoing, the Carrier is held responsible for the consequence of any delay, it is hereby expressly agreed that the Carrier shall only be liable if delivery of the cargo has not taken place at the port of destination within four months of the vessel's arrival in that port and in such event the Carrier's liability shall not exceed the amount of freight in respect of the cargo the delivery of which has been delayed.

G) Perishable goods

The Carrier will comply with the instructions of the shipper in respect of the temperatures which should be maintained during carriage of perishable goods, whether these are stowed in temperature controlled containers or in refrigerated or ventilated holds. If the shipper omits or refuses to give such instructions, the carrier shall make every effort to maintain temperatures supposed to be compatible with the proper preservation of the goods during carriage, but there shall be no responsibility on the part of the carrier if the temperatures so maintained should in fact be found inadequate and damaging to the goods.

H) General exceptions

There shall not be implied into the contract evidenced by this Bill of Lading any absolute undertaking by the Carrier to provide a seaworthy vessel.

In addition to the foregoing and notwithstanding the provisions of clause 2 hereof the Carrier shall not be liable for loss or damage to or in connection with the cargo arising or resulting from any of the exceptions provided for in Article IV, paragraphs 1-2-3-4 and 6 of the Hague Rules referred to in clause 2 hereof.

The Carrier shall not be liable in any event for loss or damage to or in connection with the cargo if the nature or the value thereof has been knowingly misstated by the shippers in this Bill of Lading.

In any event the Carrier's liability shall be limited as provided for in clause 6 C hereof.

7. Merchant's duties and responsibilities

A) Packages must be distinctly marked and must bear besides the marks and numbers the name of the port of destination. The Carrier is under no liability for mis-forwarding, mis-delivery or delay in delivery of the cargo due to wrong or insufficient marks on the packages. The packing of cargo must be sufficient to withstand the risks of carriage by sea.

B) The Merchant shall be liable to the Carrier and shall indemnify him in respect of loss or damage to the vessel or to other cargo or property arising or resulting from the Merchant's fault or negligence or from the fault or negligence of the Merchant's servants or agents as well as from inherent vice of the cargo or from defective or insufficient packing of the cargo, as well as for any fines and penalties resulting from non-compliance with Customs Regulations or from importation of prohibited cargo. Any expenses resulting from the non withdrawal of the cargo at the port of discharge will be paid by the shipper.

8. Scope of voyage

A) The contract is for liner service and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route, for any reasonable purpose whatsoever. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage. All of the foregoing are included in the contract voyage.

B)

(a) The Master and the Carrier shall have liberty to comply with any orders or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the vessel or any cargo on board to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions, piracy, or any person on board to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the port of loading or any other safe and convenient port or refuse to load the cargo.

(c) Should it appear that epidemics, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which on board or on shore difficulties in loading or discharging, perils, dangers and accidents of the sea or other navigable waters, natural calamity would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at the port of loading or any other safe and convenient port, or refuse to load the cargo.

(d) The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfilment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

(e) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

(f) The Merchant shall be informed if possible.

(g) The Carrier is not responsible for any loss, damage, delay, failure to load or any other matter of whatsoever nature arising from or due to strikes whether partial or general, lock-outs whether partial or general or any other similar incidents or threats of such incidents whoever may be the instigators thereof.

9. Identity of Carrier

The contract evidenced by this Bill of Lading is between the Merchant and the Owner of the ocean vessel named herein (or substitute) and it is therefore agreed that said Owner only shall 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 cargo 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 if this Bill of Lading is not executed by the Carrier, the Line, Company or Agents who has executed it is not a principal in the transaction, and the said Line, Company or Agents shall not be under any liability arising out of the contract of carriage, either as Carrier or bailee of the cargo.

10. Reforwarding and transhipment

A) If for any reason whatsoever the cargo is not discharged at the port of destination, the vessel is at liberty to discharge it on her return voyage or to forward it to the port of destination by any other means, or to discharge it at the nearest port of call, all at the risk and expense of the cargo.

B) Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the cargo to its 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 cargo or part of it beyond the port of destination, and to tranship, land and store the cargo either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the cargo is other than the vessel's port of discharge, the Carrier acts as forwarding Agent only.

The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

11. Optional ports of discharge

The port of discharge for optional cargo must be declared to the vessel's Agents at the first to the optional ports not later than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

12. Cargo in containers

A) The Carrier is entitled but not obliged to load the cargo in containers. Such containers, whether stuffed by the Carrier's servants or agents or by the Merchant may be stowed at the Carrier's option on or under deck without prior notice to the Merchant.

B) In the case of containers which in this Bill of Lading are stated as being carried on deck and are so carried, the Carrier shall not be liable for loss or damage to the containers or cargo therein, howsoever caused.

C) In the case of loss or damage to cargo packed in containers, each container shall be considered as a single package or unit for the purposes of the limitation of any liability upon the Carrier whether under clause 6 hereof or otherwise, if particulars of the contents of the container are not specified on this Bill of Lading or if the packaging of the cargo is obviously insufficient, defective or unfit for carriage by sea without the protection of a container.

D) All cargo carried in containers and the containers themselves, whether or not belonging to the Merchant, shall contribute in General Average.

E) When the cargo covered by the Bill of Lading has been stuffed in containers by the Merchant, his servants or Agents, neither the Carrier nor his servants or agents shall be liable for loss or damage resulting from bad stowage or inner packing of packages. Likewise the Carrier, his servants and Agents shall have no liability for any shortage or average ascertained on opening the containers at destination by comparison with the packing list furnished by the Merchant when the containers seals are acknowledged to be intact.

Moreover neither the Carrier nor his Servants and Agents shall be liable for loss or damage resulting or arising from the unsuitability or defective condition of any container provided by or on behalf of the Carrier, when the unsuitability 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 filled.

F) If a container belonging to or rented by the carrier has not been returned by the person or persons who have taken delivery of it, the latter will have to pay the carrier a daily demurrage as soon as the delay fixed by the tariffs expires. This demurrage will be at the rate fixed by the said tariffs and will, in each and every case, be at least equal to the daily cost of the container for the carrier without prejudice to the cost of repairs for damage caused to the container.

13. Freight and charges

A) For the correct calculation of freight, the Carrier is entitled but not obliged to have the weight, volume, measurement, contents or value of any shipped package or unit checked when and how he deems fit.

Any incorrect statement from the shipper as to contents, weight, measurement, value shall in all cases be considered as wilfully and knowingly misstated, unless the contrary is proved.

In case of false or incorrect description, it is agreed that a sum equal to either five times the difference between the correct Freight and the Freight charged, or to double the correct Freight less the Freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier. However, as to general cargo consolidated in containers by or on behalf of the Merchant or his Agents, the Carrier shall be paid as liquidated damages a sum equal to five times the correct Freight less the Freight actually charged for the cargo incorrectly declared.

B) When freight is payable at destination it must be paid together with all other sums upon delivery of the cargo without deduction, in cash, in the currency stipulated in this Bill of Lading or, if that be contrary to any local regulations, in the local currency at the highest rate of exchange for Bank paper money ruling on the day the vessel is entered with Customs.

C) The freight, whether pre-paid or payable at destination is earned by and due to the Carrier whether the cargo or the vessel or their destination or are lost during the voyage in part or in whole. The freight is also earned by and due to the Carrier in the event of the voyage being interrupted for any reason whatsoever.

For the purposes of General Average contributions, the freight shall be added to the value of the cargo.

14. Lien

The Carrier has a lien on the cargo for the payment of all freight whether normal or supplementary, deadfreight and freight differences as well as for the payment of the charges incurred before or after discharging including demurrage, possible repair costs, expenses of transportation to a port of transhipment, reforwarding expenses, fines, damages and expenses mentioned in this Bill of Lading and for General Average contributions.

To recover any such freight, deadfreight, charges, costs, expenses, demurrage, fines, damages and General Average contributions mentioned in the preceding paragraph of this clause, the Carrier is entitled to sell the cargo privately or by auction or to dispose of it as he deems fit. Further the Carrier may recover from the Merchant any difference between the total of the sums owed to him and the net proceeds of sale of the cargo.

15. General average contributions

A) General Average shall be adjusted at a place chosen by the Carrier in accordance with the York-Antwerp Rules 1974 by one or more adjusters selected by the Carrier. It is hereby agreed that the owners and/or the charterers' right of recovery in General Average of wages and maintenance of crew, fuel, stores, etc. and other expenses of a General Average nature during any detention of the vessel shall not be prejudiced by the forwarding of cargo whether in whole or in part. It is further agreed that extra expenses incurred by the owners and/or charterers by reason of such forwarding shall be allowed up to but not exceeding the saving in General Average expenses which may be effected by the forwarding. The Merchant expressly waives and renounces the Netherlands Commercial Code, Art. 700, and the Belgian Commercial Code, Part II, Art. 148.

B) In the event of General Average relating to the vessel on which the cargo was originally loaded (even when the cargo has been reforwarded on another vessel whether or not belonging to the Carrier) and in the case of General Average relating to any vessel onto which the cargo may have been transhipped, delivery of the cargo will only be given subject to the receipt by the Carrier or his agents of:

- a declaration of the value of the cargo;
- an average bond signed by the consignee;
- any deposit determined by the Carrier to guarantee the payment of the cargo's ultimate contribution to General Average and its share of special charges or, but at the Carrier's sole option, an undertaking in lieu of a deposit or an undertaking and a deposit.

C) All services, (including assistance and salvage) rendered to the cargo by all vessels, gear or equipment belonging to the Carrier will be paid for as if they belonged to a third party.

D) Deposits collected shall be held in special account in the joint names of the Carrier and the Adjuster or Adjusters, this special account being opened, at the Carrier's option, either at the place where the deposits were paid, or at the place where the adjustment is to be drawn up, or in Metropolitan France.

16. Time limit, Jurisdiction

A) In any event, the Carrier and the vessel shall be discharged from all liability whatsoever unless suit is brought within one year after the arrival of the carrying vessel at the port of discharge or the date when the vessel should have arrived. Claims for nondelivery, short delivery, mis-delivery or wrong delivery of cargo must be submitted before the expiry of one year from the date of vessel's arrival.

B) ANY CLAIM OR DISPUTE ARISING UNDER THIS BILL OF LADING, INCLUDING THIRD PARTY PROCEEDINGS OR THOSE INVOLVING SEVERAL DEFENDANTS, SHALL BE DETERMINED:

- WHEN THE PORT OF LOADING OR OF DISCHARGE IS LOCATED IN METROPOLITAN FRANCE, BY THE TRIBUNAL OF COMMERCE OF THAT PORT,
 - WHEN NONE OF THESE PORTS IS LOCATED IN METROPOLITAN FRANCE, BY THE TRIBUNAL OF COMMERCE IN PARIS
 - OR, ALTERNATIVELY, IF THE PLAINTIFF TO THE CLAIM OR DISPUTE SHALL SO ELECT, BY THE TRIBUNAL OF COMMERCE OF THE PLACE WHERE THE DEFENDANT HAS ITS PRINCIPAL PLACE OF BUSINESS;
- AND EXCEPT AS HEREIN OTHERWISE PROVIDED, IN ACCORDANCE WITH THE LAW OF WHICHEVER OF THOSE COURTS IS APPLICABLE.

17. The Genvoy slip «Both to Blame Collision Clause» as published by the Documentary Council of BIMCO and the «New Jason Clause» are hereby incorporated into the contract evidenced by this Bill of Lading.