

MONDIALE VGL WORLD ULUSLARARASI TAŞIMACILIK HİZMETLERİ TİCARET ANONİM ŞİRKETİ BILL OF LADING FOR PORT TO PORT PHIPMENT OR FOR COMBINED TRANSPORT

DEFINITIONS

“Merchant” means and includes the Shipper, the Consignor, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods and/or any person entitled to the Goods or who has any future interest in the Goods.
 “Carrier” means MONDIALE VGL WORLD ULUSLARARASI TAŞIMACILIK HİZMETLERİ TİCARET ANONİM ŞİRKETİ.
 “Carriage” means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
 “COGSA 1991” means the Carriage of Goods by Sea Act 1991 of Australia dated 1 November 1991, and any amendments thereto.
 “COGSA 1936” means the Carriage of Goods by Sea Act of the United States of America approved on 16 April 1936, and any amendments thereto.
 “Combined Transport” arises when the Place of Acceptance and/or the Place of Delivery are indicated on the face hereof.
 “Container” includes any type of Container, Trailer, Transportable Rack, Pallet, Flat or Unit “Load Device” or any similar item used to consolidate goods.
 “Freight” includes all charges payable to the carrier in accordance with the applicable Tariff.
 “Goods” means the cargo accepted from the Merchant and includes any container not supplied on behalf of the Carrier.
 “Hague Rules” means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.
 “Hague-Visby Rules” means Hague Rules as amended by the Protocol signed, Brussels 23 February 1968.
 “Person” includes individual, a firm and body corporate.
 “Port to Port Shipment” arises where the Carriage called for by this Bill of Lading is not Combined Transport
 “SDRS” means Special Drawing Rights as defined by the International Monetary Fund.
 “Subcontractor” includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal operators, road and rail transport operators, warehousemen and any other independent contractors employed by the Carrier, performing the carriage and any direct or indirect Subcontractors, servants and agents thereof.
 “Terms and Conditions” means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties hereof.

CONDITIONS
1. Applicability
 These Terms and Conditions shall apply if the transport as described as the face of the Bill of Lading is Port to Port Shipment or Combined Transport.
2. Carrier’s Tariff
 The provisions of the Carrier’s applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or its agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurrage or detention charges payable in the event of delayed return of any of the Carrier’s equipment.
3. Warranty
 The Merchant unequivocally and without exception warrants that it agrees to be bound by the Terms of this Bill of Lading and confirms it has the authority of any person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

Subcontracting
 (1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage at the Carrier’s sole discretion.
 (2) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant agent, or Subcontractor of the Carrier 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 the Goods or the carriage of the Goods whether or not arising out of negligence on the part of such Person, and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant, agent, and Subcontractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefitting the Carrier and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions, does so on its own behalf, and also as agent and trustee for such servants, agents and Subcontractors.

(3) The provisions of the second sentence of clause 4 (2) including but not limited to the undertaking of the Merchant and/or the Carrier, shall not apply to all claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.
 (4) The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with the Terms and Conditions of this bill of lading which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof
5. Negotiability and Title to the Goods
 (1) This Bill of Lading shall be non-negotiable unless made “to order” in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
 (2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.
6. Issuance of this Bill of Lading
 By issuance of this Bill of Lading the Carrier assumes liability as set out in these Conditions and:
 (1) For Port to Port Shipment or Combined Transport the Carrier undertakes to perform and/or in its own name to procure the performance of the entire transport, from the place at which the Goods are taken in charge to the place designated for delivery in this Bill of Lading.
 (2) For the purposes and subject to the provisions of this Bill of Lading the Carrier shall be responsible for the acts and omissions of any person of whose services it makes use of for the performance of the contract evidenced by this Bill of Lading.
 (3) When issued on a Port to Port Shipment basis, the responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel and up to and during discharge from the vessel and subject to the provisions of COGSA 1991 or any other mandatory national law the Carrier shall be liable for the carriage of the Goods of whatsoever nature and condition or for any other matter arising during any other part of the Carriage even though charges for the whole Carriage have been charged by the Carrier. The Merchant appoints the Carrier as agent to enter into transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contract with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

7. Dangerous Goods
 (1) The Merchant shall comply with the 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 and shall in any case inform the Carrier in writing of the exact nature of the danger, before Goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken.
 (2) If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at the 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 their carriage or of any services incidental thereto.
 (3) If any Goods shipped with the knowledge of the Carrier as their dangerous nature shall become a danger to the vessel, vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except General Average, if any.
8. Description of Goods and Merchant’s Packing
 (1) The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by it and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such obligation from the Merchant shall in no way limit its responsibility & liability under this Bill of Lading to any person other than the Merchant.
 (2) The Carrier is not liable for any loss, damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing into or onto any Container when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Carrier, or by defect or unsuitability of the any Container when supplied by the Merchant, but the Merchant shall defend, indemnify and hold harmless the Carrier against any additional loss and/or expenses so caused.
 (3) It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.
 (4) (a) The Merchant undertakes not to tender for transportation any Goods which require by their nature temperature control without previously giving written notice of their nature and particular temperature range to be maintained in the case of a temperature controlled Container stuffed by or on behalf of the Merchant. The Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the said requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods by such non-compliance.
 (b) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant installation or any apparatus of any Container provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature-controlled Container in an efficient state.
9. Extent of Liability
 A.(1) Carrier shall be liable for loss or damage to the Goods occurring between the time

when it takes the Goods into its charge and the time of delivery subject always to these terms
 (2) Carrier shall be relieved of liability for any loss of damage if such loss or damage was caused by:

- (a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;
 - (b) insufficient or defective condition of the packaging or marks and/or numbers;
 - (c) handling, loading, storage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;
 - (d) inherent vice of the Goods;
 - (e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;
 - (f) a nuclear incident if the operator of a nuclear installation or a person acting for him is liable for this damage under an applicable International Convention or National Law governing liability in respect of nuclear energy;
 - (g) any cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
- (3) The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Carrier. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes and events specified in (b) to (d) above, it shall be presumed that it was so caused. Claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

B. When in accordance with Clause 9.A.(1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known the liability of the Carrier in respect of such loss or damage shall be:
 (1) determined by the provisions contained in any International Convention or National Law which provisions:
 (a) cannot be departed from by private contract to the detriment of the claimant, and
 (b) would have applied if the claimant had made a separate and direct contract with the Carrier on the subject of the particular stage of transport where the loss or damage occurred and evidence thereof any particular document which must be issued in order to make such International Convention or National Law applicable.
 (2) Where Clause 9.B.(1) does not apply, liability for such loss or damage will be determined in accordance within this Bill of Lading and the exceptions and limitations herein.

10. Containers
 (1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other goods.
 (2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
 (3) If the Container has been stuffed by or on behalf of the Merchant
 (a) the Carrier shall not be liable for loss or damage to the Goods;
 (b) in the manner in which the Container has been stuffed;
 (c) caused by the unsuitability of the Goods for carriage in Containers;
 (d) caused by the unsuitability or defective condition of the Container, provided that where the Container has been supplied by or on behalf of the Carrier this paragraph 10.(3)(a)(ii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent on reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;
 (4) The correct setting of any thermostatic, ventilation, or other special controls thereof;
 (b) the Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by Clause 10.(3) above except for Clause 10.(3)(a)(iii)(a).
 (4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under any obligation to provide a Container of any particular type or quality.

11. Operation of Goods
 The Carrier or any person authorised by the Carrier shall by entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.
12. Paramount Clause
 (1) These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract of carriage.
 (2) The Hague Rules contained in the International Convention for the unification of certain rules relating to the Bills of Lading, dated Brussels 25 August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23 February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
 (3) The Carriage of Goods by Sea Act of the United States of America (COGSA 1936) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this Bill of Lading or would be applicable but for the goods being carried on deck in accordance with a statement on this Bill of Lading.

13. Limitation Amount
 (1) Subject to conventions or national laws that have compulsory application to this Bill of Lading, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance, if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been delivered to the Merchant. The value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.
 (2) Except where otherwise provided in this Bill of Lading where the stage of the carriage where the loss or damage occurred is not known, or such loss or damage occurred at a time where there is no compulsory applicable International Convention or National Law in respect of which clause 9.B.(1) applies, the Carrier shall not, in any event, be liable for any amount greater than AUD\$100.00 (One Hundred Australian Dollars) in respect of the Goods.
 (3) Where the Hague Rules or Hague-Visby Rules or COGSA 1991 or COGSA 1936 compulsorily apply the Carrier shall not, unless declared value has been noted in accordance with sub-paragraph (5) of this Clause, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit value of the applicable International Convention, Rules, or Acts or any legislation making these Rules or Acts compulsorily applicable to this Bill of Lading. Such limitation amount, according to COGSA 1991 is a sum of 2 SDRs per kilogramme of the gross weight, or 666.67 SDRs per package or shipping unit of the goods lost or damaged, whichever shall be the greater; and according to COGSA 1936 is US\$500. If no other limitation amount is applicable under the relevant compulsory legislation limitation will be according to COGSA 1991.
 (4) Save as is otherwise provided herein, the Carrier shall under no circumstances be liable for consequential loss, expenses, interest, or damage arising from any other cause whatsoever or for direct or indirect loss of profits.
 (5) The Carrier’s liability, if any, may be increased to a higher value by the Shipper making a declaration, in writing, of the Good’s valuation on delivery to the Carrier of the Goods for shipment, such valuation to be inserted on the front of this Bill of Lading, in the space provided, and extra freight paid required by the Carrier. In such case if the actual value of the Goods shall exceed such declared value the value shall nevertheless be deemed to be the declared value. The Carrier’s liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
 (6) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Carrier shall be deemed to have packed and stuffed the Goods. The words “shipping unit” shall mean each physical unit or piece of cargo not shipped in a package including articles or things of any description whatsoever except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in such International Convention or National Law which may be applicable and in no event shall anything herein be construed to waiver of limitation as to Goods shipped in bulk.

14. Delay, Consequential Loss, etc.
 (1) Arrival times are not guaranteed by the Carrier. If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the Goods the liability of the Carrier shall be limited to the Freight payable under the contract of carriage.
 (2) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whatsoever and whosoever arising (whether or not the Carriage has commenced) the Carrier may, (a) without notice to the Merchant abandon the Carriage or the Goods and where reasonably possible place the Goods or any part of them at the Merchant’s disposal at any place where the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease.
 (b) without prejudice to the Carrier’s rights subsequently to abandon the Carriage under Clause 13.(2)(a) above, continue the Carriage.
 In any event the Carrier shall be entitled to full charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above-mentioned circumstances.
 (3) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any Government or Authority or any person acting or purporting to act as or on behalf of such Government or Authority.

15. Defences
 The defenses and limits of liability provided for in this Bill of Lading shall apply in any actions against the Carrier for loss of or damage or delay to the Goods whether the action be founded in contract or in tort.
16. Liability of Other Persons
 (1) Any person or vessel whatsoever, including but not limited to, the Carrier’s servants or agents, any independent contractor or his servants or agents, and all others by whom the whole or any part of the contract evidenced by this Bill of Lading, whether directly or

indirectly, is procured, performed or undertaken, shall have the benefit of all provisions in this Bill of Lading benefitting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier to the extent of these provisions does so not only on its own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to parties to this contract.
 (2) The aggregate of the amounts recoverable from the Carrier and the persons referred to in sub-paragraph (2) of Clause 4 herein shall in no case exceed the limits provided for in this Bill of Lading.

17. Perils of the Sea
 (1) The Carrier will not be liable for the perils of the sea, such as;
 (1) any possible force majeure, extraordinary events or circumstances beyond the control of the carrier that could affect the transportation of goods.
 (ii) Perils of navigation
 (iii) salvage and general average.
 (iv) loss or damage to the cargo.

18. Method and Route of Transportation
 (1) The Carrier may at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on my vessel whether named on the front hereof or not; stop the Goods whether containerized or not on or under deck; transfer the Goods from one conveyance to another including transshipping or carrying the same on a vessel other than that conveyed to the front hereof or by any other means of transport whatsoever; at any place unpack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever, proceed at any speed and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place; comply with any orders or recommendations given by any Government or Authority or any person or body acting or purporting to act as or on behalf of such Government or Authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without cargo, to tow or be towed or to be dry-docked; permit the vessel to carry livestock, goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The Liabilities set out in Clause 16(1) herein may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with Clause 16(1) herein or any delay arising therefrom shall not be a deviation of whatsoever nature or degree.

19. Delivery
 If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled to store the Goods or any part thereof at the sole risk of the Merchant, whereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.
20. Both-To-Blame Collision
 If the vessel on which the Goods are carried (“the Carrying Vessel”) comes into collision with any other vessel or object (“the Non-Carrying Vessel or Object”) as a result of the negligence of the Non-Carrying Vessel or Object or the owner, charterer of or person responsible for the Non-Carrying Vessel or Object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the Non-Carrying Vessel or Object, or the owner, charterer of or person responsible for the Non-Carrying Vessel or Object or person(s) against the Carrier, the Carrying Vessel or her owners or charterers.

21. Freight and Charges
 (1) Freight shall be paid in cash or any other method of payment suitable and agreed to by the Carrier without discount and, whether repayable or payable at destination, shall be considered to be earned on receipt of Goods & not to be returned or relinquished in any event.
 (2) Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in the Bill of Lading or, at the carrier’s option in the currency of the country of dispatch or destination at the highest rate of exchange for Banker’s Sight Bills current for payable Freight on the day of dispatch and for Freight payable at destination on the date when the Merchant is notified of arrival of the Goods then or on the day of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Carrier on the date of the Bill of lading.
 (3) All demurrage and charges or other expenses in connection with the Goods shall be paid by the Merchant.
 (4) The Merchant shall reimburse the Carrier in the proportion to the amount of Freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, governments or force majeure
 (5) The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurement or value of the Goods but the Carrier reserves the right to have the contents insured and to weigh, measure and value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the Freight charged, or to double the correct Freight less the Freight charged whichever sum is the smaller, shall be payable as liquidated damages to the Carrier for its inspection costs and losses of Freight on other Goods notwithstanding any other sum having been stated on the Bill of Lading as Freight payable.

22. Lien
 From the time the Carrier takes the Goods into its charge, the Carrier, and/or any servant or agent or person acting in its behalf, shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under these Terms and Conditions and for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all other sums due from him to the Carrier under any other contract between the parties. The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual carriage is completed or not, and in exercising his lien shall be entitled to cover the cost of recovering any sums, including legal fees (whether on an indemnity basis or otherwise), due to and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier’s lien shall survive delivery of the Goods. The Merchant and/or any administrator and/or liquidator acknowledge that any payment made to the Carrier in discharge of the Carrier’s lien does not amount to a preference, priority or advantage.
23. General Average
 (1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1990 at any place or the option of the Carrier and the amended Jackson Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.
 (2) Notwithstanding Clause 21.(1) above the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
 (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the M
24. Notice
 Unless notice of loss or damage to the Goods and general nature of it be given in writing to the Carrier or the persons referred to in sub-paragraph 2 of Clause 4 at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery hereunder under this Bill of Lading, or the cost of recovering any sums, including legal fees (whether on an indemnity basis or otherwise), shall be the responsibility of the person entitled to receive delivery of the Goods, such receipt shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

25. Non Delivery
 If this Bill of Lading is issued evidencing the Carrier’s Contract of Carriage by Combined Transport failure to effect delivery within 90 days after the expiry of a time limit agreed and expressed herein or, where no time limit is agreed and so expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the Combined Transport operation shall, in the absence of the evidence to the contrary, give to the party entitled to receive delivery the right to treat the Goods as lost.
26. Time Bar
 The Carrier shall be discharged of all liability, unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier’s registered address within 30 days after delivery of the Goods or the date of the Goods to have been delivered, or the date when in accordance with clause 23 failure to deliver the Goods would give the party entitled to receive delivery the right to treat the Goods as lost.
 In any event the Carrier shall be discharged of all liability under the Terms and Conditions of this Bill of Lading unless suit is brought within nine months after:
 (1) the delivery of the Goods, or
 (2) the date when the Goods should have been delivered, or
 (3) the date when in accordance with Clause 23 failure to deliver the Goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery the right to treat the Goods as lost.
 In the event that such time period shall be found contrary to any Convention or Law compulsorily applicable the period covered by such Convention or Law shall then apply but in that circumstance only.
27 Variation of the Contract
 No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing & is specifically authorized or ratified in writing by a director or officer of the Carrier who has the authority of the Carrier to so waive or vary.
28. Partial Invalidity
 If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading and Contract shall be carried out as if such invalid or unenforceable provision were not contained therein.
29. Jurisdiction and applicable law
 The contract evidenced by or contained in this Bill of Lading is governed by the Law of Turkey and any claim or dispute arising hereunder or connection herewith shall be determined by the courts and enforcement offices in Istanbul.

A.(1) Carrier shall be liable for loss or damage to the Goods occurring between the time