

APPLICABLE FROM 1 JANUARY 2024

# Conditions of carriage

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## 1. Definitions

“Article of Transport” (AoT) includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank, or similar items used for the Consolidation of goods as well as mobile plant and timber packages.

"Carriage" means the whole or any part of the contractual operations and services of whatsoever nature undertaken by the Carrier in relation to the Goods, including but not limited to the loading, unloading, storage, warehousing, and handling of the goods.

"Carrier" means the party who has undertaken to perform or to procure the performance of the Carriage from the place of receipt or port of loading to the port of discharge or the place of delivery, whichever respectively applies.

"Charges" includes freight and all expenses and monetary obligations, including but not limited to duties, taxes, and dues, incurred by the Carrier and payable by the Merchant.

"Consolidation" includes stuffing, packing, loading, or securing of goods on or within Article of Transport.

“Contract of Carriage” means these “Conditions of Carriage” and any other applicable contract entered between the Carrier and the Shipper for the shipment of units by the Carrier.

"Dangerous and Marine Polluting Goods" means all Goods that have been identified as being dangerous or a marine pollutant whether identified or not in the edition of the IMDG Code current at the time of the Carriage.

"Gate-to-Gate" means a Carriage where the Carrier has agreed to undertake sea carriage of the Goods together with any incidental terminal handling in the port of loading and/or the port of discharge.

"Goods" means the whole or any part of the cargo and includes any Article of Transport not supplied by or on behalf of the Carrier.

"Merchant" includes the customer, shipper, receiver, consignor, consignee, and holder of any document evidencing the Contract of Carriage and the owner of the goods and any person having a legitimate interest in the goods and anyone acting on behalf of any or all of the abovementioned persons.

“Sanctioning Authority” means the Norwegian, the United Nations, the European Union, the United Kingdom, the United States of America or any other applicable competent authority or government.

“Sanctioned Goods” means any Goods that are sanctioned or prohibited by a Sanctioning Authority, or which are directly or indirectly impacted by the sanctions regime of any Sanctioning Authority because the Goods were at one point either owned or within the possession or control of a Sanctioned Party.

“Sanctioned Party” means any person, body, entity, or vessel that is designated by a Sanctioning Authority.

“SDR” means the special drawing rights established by the International Monetary Fund. The value of 1-one SDR (also known as XDR) is published on banks daily lists of foreign exchange rates.

“Shipper” means the party who enters into the Contract of Carriage with the Carrier.

“Vehicle” means any vehicle built, or being used, for commercial purpose or involved in a commercial venture, any commercial vehicle which rolls or is capable of being towed, including the tractor or trailer alone, whether accompanied or not by a driver, and all containers, pallets, and other means of carriage on such a Vehicle, as well as the goods which are placed or contained therein.

“Vessel” means any vessel owned or operated by the Carrier for the carriage of goods by sea.

## **2. Tariff**

The terms of the Tariff applicable at the date of shipment are incorporated herein. Copies of the relevant provisions of the Tariff are available from the Carrier upon request. In the event of inconsistency between these «Conditions of Carriage» and the Tariff, the former shall prevail.

## **3. Freight**

3.1: Freight shall be deemed earned on receipt of the Goods by the Carrier and shall be paid in any event and is non-returnable. Pre-payable freight and charges shall be payable at the latest upon receipt of the Goods by the Carrier and freight, and charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or could have been delivered. Interest at 2 per cent per month compounded, or, in the event of mandatory national provisions, at such other rate that is compulsorily applicable, shall run from the date when freight and charges are due.

3.2: The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation, and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation exists or is applicable, then the following clause shall apply:

- If the currency in which freight and charges are quoted is devalued or an alteration in the rate of exchange occurs with the same effect as a devaluation between the date of the Contract of Carriage and the date when the freight and charges are payable, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency.
- In case the Carrier has consented to payment in another currency than the abovementioned currency, then all freight and charges shall, subject to the preceding paragraph, be paid at the highest selling rate of exchange for bankers' sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight and charges are paid, the rate to be used will be the one in force on the last day when the banks were open.

3.3: In the event of increase in price for bunkers, fuel and/or other hydrocarbon oils, freight rates may be adjusted, without notice to the Merchant, in order to compensate the Carrier for increased fuel and lubricating costs as from the day of such increase.

3.4: For the purposes of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value, or nature of the Goods.

3.5: If the particulars supplied by or on behalf of the Merchant are incorrect, 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 is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable.

3.6: The Shipper shall be liable for the payment of all freights, charges, and demurrage etc. payable at destination, which the Carrier cannot obtain from the receiver.

3.7: All charges shall be paid without any set-off, counter claim, deduction or stay of execution of whatsoever nature.

#### **4. Lien**

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums of whatsoever kind and nature due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and

for the costs of recovering the same and also in respect of any previously unsatisfied amounts of the same nature and for the same costs and expenses of exercising such a lien, and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty without further notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant. Such lien and liability shall remain notwithstanding that the Goods have been landed, stored, or otherwise dealt with. If on the sale of the Goods the proceeds fail to cover the amounts due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.

## **5. Inspection of Articles of Transport**

5.1: The Carrier is entitled, but not obliged, to open at any time any Article of Transport consolidated and prepared for transport by the Merchant in order to inspect such Article of Transport and its contents for the purposes of Clauses 19 and 20.1. If any Article of Transport, as aforesaid, is opened and/or inspected by any Customs or other Government Authority at any time, the costs and expenses of opening and/or inspection, as aforesaid, shall be for the Merchant's account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections.

5.2: The Merchant is obliged to correct at his risk and expense any inadequacy or defect found, failing which the Carrier is entitled to treat the transport as terminated and place the Goods at the Merchant's disposal at any place. In such case the Carrier is entitled to full freight and indemnification as described above in this Clause.

## **6 Methods and routes of carriage**

6.1: The Carrier is entitled, without notice to the Merchant, to perform the Carriage in any reasonable manner and by any reasonable means, methods, and routes whatsoever.

6.2: In the event of Carriage by sea, reasonable means, methods, and routes include but is not limited to vessels sailing with or without pilots, undergoing repairs, adjusting equipment, dry-docking, and assisting vessels in all situations.

## **7. Sub-contracting**

7.1: The Carrier shall be entitled to sub-contract on any terms whatsoever, the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

7.2: For the purposes of the Contract of Carriage and subject to the provisions in these «Conditions of Carriage», the Carrier shall be responsible for the acts and omissions of any person whose services he makes use of for the performance of the Contract of Carriage.

## **8. Carrier's Consolidation, Carriage of Articles of Transport on or under deck**

8.1: Goods may be Consolidated by the Carrier in Articles of Transport.

8.2: Articles of Transport, whether Consolidated by the Carrier or received by the Carrier in a Consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

## **9. Delivery**

9.1: Port of loading:

The Goods shall be delivered at the place and within the period of time as indicated by the Carrier. It shall be delivered in such a way and in such a condition that it can be conveniently and safely brought on board, stowed, carried, and discharged.

Goods which are to be transported without an accompanying towing vehicle are considered to have been delivered to the Carrier when they have been brought to the terminal area to a place indicated for this type of goods, however, not before the check-in procedures have begun for the sailing for which the goods are destined.

9.2: Port of discharge:

If the Merchant does not take delivery of the Goods within 14 working days after the Carrier calls upon him or his agents to do so, the Carrier shall, without further notice to the Merchant, be at liberty to store the Goods on behalf of the Merchant and at the Merchant's sole risk and expense and subject to clause 4 hereof.

Such storage shall constitute delivery for the purposes of clauses 13 to 16 of these «Conditions of Carriage», and the liability of the Carrier in respect of the Goods stored shall wholly cease.

The costs of such storage, if paid by the Carrier or any agent or sub-contractor of the Carrier, shall be paid, on demand, by the Merchant to the Carrier.

## **10. Matters affecting performance**

10.1: The Carrier shall use reasonable endeavors to complete the Carriage and to deliver the Goods at the place of delivery or the port of discharge.

10.2: If, at any time, the performance of the Contract of Carriage is or will be affected by any hindrance, risk, delay, strike/lockout, difficulty, or disadvantage of any kind whatsoever, and if by virtue of sub-clause (10.1) the Carrier has no duty to complete the performance of the Contract, whether the Carriage has commenced or not, the Carrier may then elect to, without prior notice to the Merchant:

- Treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient, or
- Deliver the Goods at the place of delivery or the port of discharge.

In any event, the Carrier shall be entitled to full Charges for any Goods delivered, unless any destruction of the Goods is caused by the Goods themselves or any circumstances relating to the Merchant, in which case the Carrier shall be entitled to full Charges for any Goods received for Carriage and additional compensation for extra costs resulting from the circumstances referred to above.

## **11. Heavy Lifts**

All expenses relating to the tendering, loading, and discharging of Goods that require equipment, gear or appliances not permanently fitted to or available at the quayside or on the Vessel to be for the Merchant's account.

## **12. Time bar and Notice of loss**

12.1: All liability whatsoever of the Carrier for loss of or damage to in connection with goods or for incorrect or incomplete statements in a Waybills, Bills of Lading or equivalent shall cease unless a written claim is brought within one year from the day on which the goods should have been delivered or were delivered.

12.2: If loss of or damage to the Goods is apparent, then notice of the loss or damage, and the general nature of it, shall be given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods, or, if the loss or damage is not apparent, within three consecutive days thereafter, failing which, the removal of the Goods into the custody of the person entitled to delivery thereof shall be prima facie evidence of the delivery by the Carrier of the goods in the same condition as received by the Carrier.

Written notice is not required in respect of loss or damage which is ascertained in a joint inspection of the goods.

### **13. Carrier's Liability for Loss of or Damage to the Goods**

Liability of the Carrier for loss of or damage to the Goods occurring during the Carriage shall be determined in accordance with the provisions of Chapter 13 of the Norwegian Maritime Code of 24 June 1994 no. 39.

13.1: Period of Responsibility:

The Carrier is responsible for the Goods while the Goods are in its custody at the port of loading, during the carriage, and at the port of discharge.

The Carrier is considered to have the goods in its custody according to paragraph one from the moment when the Carrier takes delivery of the Goods from the Merchant as determined in clause 9 herein, and the Carrier has issued the transport document, and the Goods are cleared for loading.

The contract of carriage will be proof of delivery of the Goods into the Carrier's custody.

The Carrier is no longer considered to have custody of the goods according to paragraph one:

- when the Carrier has delivered the Goods to the receiver,
- if the receiver does not receive the Goods from the Carrier, when the Goods have been warehoused on the account of the receiver in accordance with the contract or with the law or usage at the port of discharge, or

- when the Carrier has delivered the Goods to any authority or other third party to whom the Goods must be delivered according to law or regulations applicable at the port of discharge.

### 13.2: Liability for cargo damage:

The Carrier is liable for losses resulting from the Goods being lost or damaged while in its custody on board or ashore unless the Carrier shows that the loss was not due to a fault or neglect on the part of the Carrier or a person for whom the Carrier is responsible.

The Carrier is not liable for losses resulting from measures to rescue persons or reasonable measures to salvage ships or other property at sea.

The Carrier is not liable for loss or damage occurring when an Article of Transport is in the care of the driver and in particular whilst the Articles of Transport is being driven inside the Vessel, all loss and damage occurring at such time being deemed to have been caused by an act or fault of the Merchant unless such loss or damage is proven to be due to a negligent act or fault of the Carrier, its servants or agents.

When fault or neglect on the part of the Carrier combines with another cause to produce losses, the Carrier is only liable to the extent that the loss is attributable to such fault or neglect. It is for the Carrier to prove to what extent the loss was not caused by fault or neglect on the part of the Carrier.

### 13.3: Loss due to nautical fault and fire:

The Carrier is not liable if the Carrier can show that the loss resulted from:

- fault or neglect in the navigation or management of the ship, on the part of the master, crew, pilot or tug or others performing work in the service of the ship, or
- fire, unless caused by the fault or neglect of the Carrier itself.

The Carrier is nevertheless liable for losses in consequence of unseaworthiness which is caused by the Carrier or a person for whom the Carrier is responsible failing to take proper care to make the ship seaworthy at the commencement of the voyage. The burden of proving that proper care was taken rests on the Carrier.

### 13.4: Liability for live animals:

The Carrier is not liable for loss of or injury to live animals arising from the particular risks inherent in such carriage.

If the Carrier shows that the given instructions have been followed, and that the loss or injury could be attributable to such risks, the Carrier is not liable unless it is shown that the loss or injury was wholly or partly caused by the fault or neglect of the Carrier or of someone for whom the Carrier is responsible.

#### 13.5: Other liability exclusions:

The Carrier shall not be liable for any loss or damage if such loss or damage arose or resulted from:

- The wrongful act or neglect of the Merchant.
- Compliance with the instructions of a person entitled to give them.
- The lack or insufficiency of or defective conditions of packing in the case of Goods, which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed.
- Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.
- Inherent vice of the Goods.
- Insufficiency or inadequacy of marks or numbers on the Goods.
- Strikes, lockouts, stoppages, or restraints of labour from whatsoever cause, whether partial or general.
- Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.

#### **14. Carrier's liability for delay, consequential loss etc.**

14.1: Times shown in timetables, sailing plans or elsewhere are approximate and not guaranteed. They are not considered to be part of this contract of carriage and the Carrier reserves its right to change these without notice to the Merchant.

14.2: The Carrier shall in no circumstances whatsoever and however arising be liable for direct, indirect, or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier should nevertheless be held legally liable for any such direct, indirect, or consequential loss or damage caused by delay, then the Carrier's liability shall be limited to the freight for the Carriage or the value of the Goods as determined in clause 16, whichever is the lower.

14.3: Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect, or consequential loss or damage

arising from any other cause whatsoever or for loss of profits.

## **15. Defences and limits for the carrier and the carrier's subcontractors, agents and servants**

15.1: The defences and limits of liability provided for in these Conditions of Conditions shall apply in any action against the Carrier for loss of or damage to the Goods, whether the action be founded in contract, bailment, tort or otherwise.

15.2: Himalaya Clause and Circular Indemnity; the Merchant undertakes that no claim or allegation arising in contract, bailment, tort or otherwise can be made against any servant, agent, or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by 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 shall 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 the terms in the Conditions of Conditions of whatsoever nature herein contained or otherwise benefiting the Carrier, including Clause 23 hereof, the Law & Jurisdiction clause, as if such Carriage Conditions (including Clause 23 hereof) were expressly for their benefit, and in entering into this contract the Carrier, to the extent of such «Conditions of Carriage», does so not only on its own part, but also as agent and trustee for such servants, agents and sub-contractors.

15.3: In any case, the aggregate of all amounts recoverable from the Carrier and his servants, agents, or sub-contractors, including stevedores and any of those referred to in sub-clause (7.1) of Clause 7, shall in no case exceed the limits provided for in these Carriage Conditions.

## **16. The amount of compensation**

16.1: Where the Carrier is liable for compensation in respect of loss or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered or should have been so delivered to the Merchant in accordance with this Contract of Carriage.

16.2: The value of the Goods shall be fixed according to the current commodity exchange price of the Goods or if there is none the current market price of the Goods or, if there is no commodity exchange price or current market price, by reference to the normal value of the Goods of the same kind and/or quality.

16.3: The Carrier's liability shall not exceed 667 SDR for each package or other unit of the Goods or 2 SDR for each kilogram of the gross weight of the Goods lost, damaged, or delayed. The limit of liability which results in the highest liability shall be applied. SDR means Special Drawing Right as defined by the International Monetary Fund.

16.4: If a container, pallet, or other transport device was used to consolidate the goods, each package or other unit listed in the transport document as having been loaded in the device shall be regarded as one package or unit for the purposes of Clause 16.3. Otherwise, Goods in the transport device shall be regarded as one unit. If the transport device itself has been lost or damaged, it shall be regarded as a separate unit unless it was owned or otherwise provided by the Carrier.

## **17. Carrier's responsibility**

Where the Carrier issues a document evidencing the Contract of Carriage, it shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars, which the Carrier had reasonable means of checking. In respect of such particulars, proof to the contrary shall not be admissible when such document is a negotiable document that has been transferred to a party acting in good faith.

## **18. Merchant's responsibility**

18.1: The Merchant shall be deemed to have guaranteed to the Carrier, at the time the Goods were delivered to the Carrier, the accuracy of the description and particulars of the Goods, including but not limited to marks, numbers, quantity and weight, as furnished by the Merchant, and the Merchant shall indemnify the Carrier against any liabilities, losses, damage, costs and expenses arising or resulting from any inaccuracies in, or inadequacy of, such description and particulars.

The Merchant shall defend, indemnify, and hold harmless the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from any

breach of the provisions of this clause or from any cause in connection with the Goods for which the Carrier is not responsible.

18.2: Compliance with laws, trade sanctions and export control regimes:  
For transportation of goods under contracts such as Waybills, Bills of Lading or equivalent, the Merchant shall at all times comply with applicable laws and regulations of any governmental or regulatory body having jurisdiction over the Merchant, the Carrier, or other parties involved in the transportation.

The Merchant shall, in connection with the agreement with the Carrier, at all times comply with applicable trade sanctions and export control laws and regulations, including the trade sanctions and export control laws, regulations or orders adopted, maintained, or enforced by Norwegian authorities, the United Nations, the European Union, the United Kingdom, the United States of America or any other relevant Sanctioning Authority. The Merchant shall ensure compliance with Sanctions by any of its key employees, managers or directors, representatives, affiliates, or any other person acting on their behalf or being involved in the arrangements with the Carrier.

The Merchant undertakes that neither of the below listed natural or legal persons have been listed on a Sanctions list under any of the abovementioned Sanctions regimes; are subject to any Sanctions; directly or indirectly owned or controlled by any natural or legal persons subject to any Sanctions; located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions; or engaged in business with entities owned or controlled by natural or legal persons that are subject to any Sanctions, or located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions by a relevant Sanctions Authority

- The Merchant and the Merchant's key employees, managers or directors, representatives, affiliates, or any other person acting on their behalf.
- Natural or legal persons involved in the transportation with the Carrier, including shippers and receivers of goods or services or end-users of goods or services.

The Merchant shall immediately notify the Carrier in writing should it become aware of any violations or changes in respect of these obligations.

Any breach of this clause shall be considered a material breach which entitles the Carrier to refuse fulfilment of obligations and to immediately terminate the contractual relationship without any liability for damages. The same

applies if the Carrier has reasons to believe that the contractual relationship imposes any risk of violations of Sanctions or of becoming subject to Sanctions. The Merchant shall indemnify the Carrier against any loss, liability, damages, cost, and expense incurred or suffered by the Carrier as a consequence of such breach.

## **19. Dangerous & marine pollution goods**

19.1: The Merchant's attention is drawn to the International Maritime Dangerous Goods (IMDG) Code and any amendments, as may be in force at the time and supplements on Emergency Procedures for Ships Carrying Dangerous Goods (EmS) and Medical First Aid Guide for Use in Accidents Involving Dangerous Goods (MFAAG).

It is the responsibility of the Merchant to ensure that all Dangerous & Marine Polluting Goods are packaged and packed in accordance with the IMDG Code and to supply, at the time of presentation of the Goods for Carriage, the applicable dangerous goods packing note and any other documents relating to the Dangerous & Marine Polluting Goods that are required under the IMDG Code or any other national regulations in force at the time of presentation of the Goods for Carriage.

19.2: Dangerous & Marine Polluting Goods must be removed from the port of discharge as soon as practicable, unless specific permission by the Merchant has been obtained for the Goods to remain in the port.

19.3: Dangerous & Marine Polluting Goods which have not been declared, or declared incorrectly, to the Carrier and Dangerous Goods which subsequently become a risk to the method of transport, other cargoes or the environment may be discharged, destroyed, or be rendered harmless and be disposed of by the Carrier. Such undertaking shall be at the Merchant's risk and expense, except when General Average is declared.

19.4: The Merchant shall be liable for any damage, loss and expense howsoever caused, if the foregoing provisions, as applicable, are not complied with and the Merchant shall indemnify the Carrier against any liabilities, loss, or damage. Costs and expenses arising out of or resulting from any breach of the Merchant's obligations set out in the foregoing provisions.

## **20. Merchant's consolidation, reefer and heating machines**

20.1: If an Article of Transport has not been Consolidated and prepared for transport by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Clauses 13 and 16 hereof, not be liable for damage to or loss of the Goods therein, nor for damage to or loss of the Article of Transport itself, and the Merchant shall indemnify the Carrier for any loss, damage or expense incurred by the Carrier, if such loss, damage or expense is attributable to:

- Overloading, negligent, or inadequate Consolidation, securing, covering, or locking of the Articles of Transport.
- The Goods being unsuitable for carriage in the Articles of Transport actually used.
- The unsuitability or defective condition of the Articles of Transport; unless the Articles of Transport has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Articles of Transport for transport.

20.2: The Carrier does not accept liability for the consequences of malfunctioning of refrigeration, heating, atmospheric control, or other equipment of whatsoever nature attached to, or forming part of, the Articles of Transport.

## **21. General average**

21.1: General Average shall be adjusted in Oslo according to the York Antwerp Rules 1974 as revised in 1994, or subsequently. This provision shall cover all Goods whether carried on or under deck as well as deck cargo and live animals. The Merchant shall deliver such cash deposit and/or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not require, within three months of the delivery of the Goods, whether or not at the time of the delivery the Merchant had notice of the Carriers' lien. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel belonged to strangers.

21.2: If the Carrier delivers the Goods to the Merchant without claiming any average bond or other security for contribution to General Average, the Merchant, by receiving the Goods, becomes personally liable for the contribution up to the CIF value of the Goods, provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Good

of his intention to declare General Average. The Merchant undertakes, if so requested by the Carrier, to disclose the CIF value of the Goods and the name and address of the Underwriter. Unless the Merchant provides the Carrier with an undertaking from such Underwriter to pay General Average contribution, the Merchant shall give the Carrier such other security as he may approve.

## **22. Both-to-blame collision clause and new Jason clause**

The Both-to-Blame Collision Clause and New Jason Clause as adopted by BIMCO are incorporated by reference herein.

## **23. Law and jurisdiction**

All disputes/lawsuits arising out of or in connection with the contract of carriage shall be subject to Norwegian Law and may only be brought against Color Line AS, PO Box, 1422 Vika, N-0115 Oslo, and be determined by exclusive jurisdiction of the Oslo City Court which the parties deem to be the forum agreed for any matter.

## **24. Norwegian maritime code of 24 June 1994 no. 39**

For transportation of goods under contracts such as Waybills, Bills of Lading or equivalent, the Norwegian Maritime Code of 24 June 1994 no. 39 as amended will apply, unless otherwise agreed herein.