The printed terms and conditions appearing on the face and reverse side of this Bill of Lading are available at https://transtainerco.ca, in Carrier's published US tariffs, and in pamphlet form.

1) **DEFINITIONS**

Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant.
Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This is not indicative of Carrier's legal capacity.
CFU: Customary Freight Unit as applied under COGSA for Goods not in packages and includes a shipping unit.
Charges: Any charges relating to or directly or indirectly connected to the Goods or Services, excluding Freight. These include but are not limited to charges that are: as provided by Carrier's tariff, dead freight, ad valorem, less than full container load service, currency adjustment factor, bunker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; return Freight; charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services.
COGSA: The Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936 and any amendments thereto.
Container: Any container, trailer, semi-trailer, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.
Defences: Without limitation all rights, immunities, exclusions, exemptions, monetary limitations, defences, and limitations of or exoneration from/to liability, provided by law and/or any terms of this Bill or contract which might abate, bar, defeat, exonerate or reduce any liability of Carrier. This also includes without limitation the Bill's Law & Jurisdiction clause.
Force Majeure: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevents or threatens to prevent them from complying with or delaying or hindering all or part of their obligations including without limitation, any inherent difficulties of infrastructure, or of geographical, social or political difficulties of the countries traversed; strike, lock-out or any form of industrial action or withdrawal of labour of any kind; civil disturbance, riot, war (whether declared or recognised by any political authority or government or not), rebellion, armed conflict, any act of terrorism, or any act of violence or threat; any circumstances or event involving nuclear radiation or substances; Act of God, fire, explosion, ice, snow, storms, flood, earthquake, volcanic eruption, tidal wave, epidemic or state of quarantine or any severe weather or any natural physical disaster; sanctions, embargoes; blockades; congestion; any encumbrances; any arrest or restraint; any collision, stranding or sinking; any shortage of components or raw materials, lack of power supplies or telecommunications or lack of available facilities; any economic unviability to the Carrier or Service Provider; Service Providers' or any Persons' liquidation or bankruptcy or any cessation of trade; failures of any transportation network or infrastructure; any prohibiting or impeding acts of state or governmental action.
Freight: The ocean and land-side carriage costs booked, excluding Charges.
Goods: In whole or in part, any moveable property of whatsoever type or nature supplied by or on behalf of Merchant. Includes without limitation any Container not supplied by Carrier.
Hague Rules: Provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
Hague-Visby Rules: Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 and any subsequent amendments thereto.
Livestock: Any Goods that are living creatures or organisms.
Merchant: The shipper, the consignee, the receiver of the Goods, the holder of this Bill, any Person owning or entitled to the possession of the Goods or this Bill, any Person having a present or future interest in the Goods or Bill or any Person acting on behalf of any of the foregoing Persons.
Package: For limitation purposes: (i) The Container when the Goods are shipped in a Container. (ii) Where the Container is adjudged not to be a Package for limitation, then the skid, pallet, flat or other device used to consolidate the Goods to facilitate handling and transportation, whether such units of consolidation are disclosed in any portion or column on the reverse side hereof or not. (iii) Where there are no units of consolidation, then any box, carton, drum or any other packaging preparation used to facilitate the handling and transportation of the Goods. (iv) These package definitions do not apply to Goods shipped in bulk, and they supersede any inconsistent provision which may be printed, stamped or written elsewhere in this Bill.
Person(s): In whatever capacity individually or collectively any of the following: person, individual, limited liability company, business or partnership, joint venture, association, trust, government authority, body corporate or any entity or organisation and any of the forgoing's servants and agents.
Port Area: The period whilst within the confines of a port following delivery by the inland carrier to the port but prior to loading on the Vessel and also subsequent to discharge from the Vessel but prior to delivery from the port to the inland carrier, including but not limited to carriage to or from any container yard or container freight station within the port area and whilst stored or handled at such area, yard or freight station.
Port to Port Shipment: When only the port of loading and the port of discharge are shown on the reverse hereof and the place of acceptance and the final destination are unstipulated.
Service Provider(s): Excluding Carrier but otherwise includes but is not limited to any: Person, but excluding any government authority; or carrying or non-carrying Vessel, charterers, slot charterers, operators, managers, owners; stevedores or terminals; or groupage operators, road or rail transport operators; warehousemen; or any independent contractors or bailees; all parties' servants or agents including but not limited to Carrier's servants or agents, of whatever type appointed by or on behalf of Carrier to perform the Services and whether in direct contractual privity with Carrier or not.
Services: All and every services or operations of whatsoever type or for any mode, and executed in any legal capacity including but not limited to ocean and inland carriage, transport, handling, warehousing and agency services undertaken or performed by or on behalf of Carrier or Service Provider in respect of or related to the Goods or any transaction or the acceptance of Merchant's instructions in the course of business whether gratuitous or not, singly or combined.
Special Drawing Rights (SDRs): As defined by the International Monetary Fund.
Stuffed: Filled, consolidated, packed, loaded, stowed or secured.
Through Transport: Arises where the Services extend beyond a Port to Port Shipment.
Vessel: Any waterborne craft used for Services under this Bill including but not limited to ocean vessels, feeder vessels, barges and other inland water vessels, and substituted vessels, whether named in Bill or not.

2) **CARRIER'S TARIFF**

The provisions of Carrier's tariff are incorporated herein. A copy of the tariff is available at Carrier's website as stated on the reverse hereof or otherwise upon request and is obtainable from any regulatory body with whom the tariff has been filed. In the case of inconsistency or conflict or contradiction between this Bill and the tariff, the terms of this Bill prevail.

3) **WARRANTY OF AUTHORITY**

Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

4) **NON-NEGOTIABILITY OF BILL OF LADING**

This Bill is non-negotiable, unless made out "to order" or to "Bearer" in which case it is negotiable and constitutes title to the Goods. The lawful holder of a negotiable Bill is entitled to receive or to transfer the Goods herein described. Unless the Merchant requests to the contrary and such request is agreed in writing by Carrier, if on the reverse the Bill is consigned directly to a named or nominated party or the Bill is described as "Express" then this Bill is non-negotiable and delivery may be made to the named or nominated party on reasonable proof of identity and without presentation of the Bill. Merchant agrees that such delivery shall constitute due delivery hereunder.

5) **CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES**

5.1 Carrier is entitled to sub-contract on any terms whatsoever the whole/part of Services to any Service Provider.
5.2 It is warranted and agreed by Merchant that: (i) the Carrier's servants or agents and all Service Providers appointed by or on behalf of Carrier for any Services, in consideration flowing from such appointment, are entitled to the benefit of all Defences and liberties hereunder: (ii) in no circumstances will any Person covered by clause 5 have any liability whatsoever or howsoever caused that is greater than that of Carrier to anyone other than Carrier.
5.3 The Defences and liberties provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tort, indemnity, contribution, or any other cause of action.

6) **CARRIER'S RESPONSIBILITY**

6.1 (i) Merchant warrants and agrees: that Carrier is a non-vessel owning common carrier and does not own, operate, charter or lease Vessels or other modes of transport, or engage in Goods handling or storage. Carrier as agents of Merchant will at their choice & discretion procure contracts with Service Providers or where necessary, and without liability for, government authorities on Merchant's behalf for any Services. Merchant is bound by and Carrier is entitled to any Defences in any tariffs, bills of lading or contracts by which such Service Providers or authorities are engaged to perform all or part of the Services. (ii) In all cases copies of the **Service Providers'/authorities' contracts, tariffs or bills of lading are available on request.**
(iii) When Hague or Hague-Visby Rules or COGSA regimes compulsorily apply, it is confirmed that liability of Carrier for loss of or damage to the Goods under (a) COGSA, does not exceed US$500 per Package or CFU and (b) the Hague-Visby Rules does not exceed 666.67 SDRs per Package or 2 SDRs per kilogram of gross weight of the Goods, whichever is the higher and (c) the Hague Rules as compulsorily applicable. **Outside of these regimes this Bill imposes other limits. Notwithstanding, Merchant can elect to have higher compensation by declaring the value of the Goods in accordance with clause 8.3;** (iv) **Merchant's attention is drawn to limitations and exclusions herein, in clauses (amongst others) 6,7,7.4, 8 & 10.**

6.2 Port to Port Shipments

6.2.1 US shipments: If Bill includes carriage to/from the USA, Bill is subject to COGSA, the terms of which are incorporated herein and are paramount throughout the carriage by sea and for the entire time that Goods are in the actual custody of the Carrier or the Service Provider, including before loading onto or after discharge from the Vessel, in the Port Area.
6.2.2 Non-US shipments: In so far as Bill relates to carriage that is not to or from the USA; (i) Bill is subject to any law making the provisions of the Hague Rules or the Hague-Visby Rules compulsorily applicable to Bill, and (ii) in respect of the period whilst Goods are in the Port Area and where the Hague Rules or Hague-Visby Rules are not compulsorily applicable, then Merchant appoints Carrier as agent to enter into any contracts on their behalf with any Person or applicable Service Provider for any Services and on any terms whatsoever **including terms less favourable than the terms in this Bill (copies of such terms being available on request).** (iii) (a) Carrier has no liability whatsoever for loss, damage, delay, non-delivery or mis-delivery of or to the Goods howsoever caused before loading onto or after discharge from the Vessel whilst at the Port Area, unless Goods are in Carrier's actual possession. (b) In the event that clause or part of clause 6.2.2 is not applicable or enforceable, then clause 7.4 applies.
6.2.3 Subject to any compulsory law, Hague and Hague-Visby Rules or COGSA (as applicable) shall also extend to any lighterage services and any waterborne carriage and to any coastal traffic or inland waterways. Reference to carriage by sea in the Hague or Hague-Visby Rules, COGSA or relative national law is deemed to include inland waterways.
6.2.4 Carrier is entitled to (and nothing herein operates to deprive or limit such entitlement) the full benefit and rights to all Defences and all rights conferred by any applicable law or regulation of any country (including but not limited to any provisions of Chapter 305 of Title 46 of the United States Code and any amendments thereto) and without prejudice to the generality of the foregoing also the benefit of any law or regulation whatsoever that is available to any Service Provider, including but not limited to the London Limitation Convention 1976 or any applicable convention or law governing the rights of shipowners or charterers to limit their liability in accordance with the Vessel's tonnage or value.

6.3 Through Transport

6.3.1 Carrier's Port to Port & Port Area liability for Through Transport is as per clause 6.2.
6.3.2 If for any reason clause 6.1(i) does not apply with regard to any Services and subject to clause 8.3, Merchant nevertheless acknowledges and agrees that Carrier's liability is determined in accordance with: (i) the contracts, tariffs, or bills of lading of any responsible Service Provider (& clause 6.1(ii) applies) or (ii) for shipments to or from the United States in accordance with the liability standards and defences of COGSA, or (iii) for monetary limitations clause 7.4 herein, whichever imposes the least liability on the Carrier, and (iv) where a Service Provider's lower monetary limitation is applicable Carrier is entitled to avail itself of such lower liability and under no circumstances whatsoever shall Carrier be liable to a greater extent than it can recover from the actual Service Provider engaged to perform all or part of the Services.
6.3.3 Subject to any compulsory legislation to the contrary and without prejudice to any other provisions of this Bill, if the place where the loss or damage occurred cannot be proven then Carrier's monetary liability will be determined by clause 7.4.
6.3.4 If the place where the loss or damage occurred can be proved:
6.3.5 Subject to clause 7.6, the liability of Carrier shall be determined by the provisions contained in any International Convention or law that is compulsorily applicable.
6.3.6 If there is no International Convention or other compulsory law applying, then Carrier's liability is determined by the provisions of this Bill.
6.3.7 Notice of Opting out of Carmack Amendment/ICC Termination Act of 1995: Where Through Transport commences or terminates in the United States, should for any reason it be determined that Carmack applies to the Services or this Bill, then the following applies: (i) Carrier shall arrange transport with US land Service Providers, either as exempt carriage as defined by 49 U.S.C. Section 13506, or if not so exempt, then as "contract carriage" as defined by 49 U.S.C. 13102(4), under this Bill. (ii) Merchant expressly waives all rights and remedies it may have as to Carrier and its appointed motor or rail carriers under 49 U.S.C. Subtitle IV, Part B (excluding §§ 13703, 13706, 14101 and 14103) to the full extent permitted by 49 U.S.C. § 14101(b)(1), each as amended from time to time.

7) **GENERAL LIABILITY AND OTHER PROVISIONS**

7.1 Where Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the extent that those factors have contributed to the loss or damage.
7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law applying or,
7.2.2 if there is no applicable compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or
7.3 if 7.2.1 & 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.
7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except clause 6.2.1, and subject to: any higher value declared pursuant to clause 8.3; Hague Rules, COGSA or the Hague-Visby Rules or any other laws, when compulsorily applicable; clause 7.5, 10.9 and 19.3; or should any Defences herein be held to not apply, and without prejudice to any agency status of Carrier, the Carrier's maximum liability is as per clause 7.4 (ii).
7.4 (ii) Carrier's maximum liability for loss or damage or delay or mis-delivery or any other liability whatsoever in direct or indirect connection with or howsoever arising from (including without limitation from negligence of any kind) the Goods or Services will not in any circumstances whatsoever exceed a sum of (a) US$500 per Package or CFU or (b) US$2.00 per kilo of the gross weight of the Goods affected or (c) the sum of Merchant's loss or the value of such Goods or (d) the Service Providers' monetary limits of liability, **whichever is the least.**
7.5 Carrier has no liability for correction costs for any erroneous shipment of Goods to an incorrect destination. Without prejudice to the foregoing or any other Carrier's rights and remedies, if Carrier is for some reason found liable in this respect, then any liability shall be limited to a maximum sum of US$2,500.00.
7.6 (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies. (ii) If any conflict exists between the Bill and such compulsory conditions the latter prevails to the extent of the conflict, but no further. (iii) The Bill applies to any silence or gaps or omissions in provisions in such compulsory conditions.
7.7 It is warranted/agreed that superficial rust, oxidization, condensation, or any mould or any like condition due to moisture is not a condition of damage but is inherent to the nature of particular Goods or transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods did not exist on receipt.

8) **AD VALOREM, FORCE MAJEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR**

8.1 Force Majeure/Other Exclusions.
8.1.1 Carrier will be relieved from its duty to perform its obligations for the Services due to any Force Majeure event.
8.1.2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeure or (ii) Other Exclusions as defined in clause 8.1.3.
8.1.3 Without prejudice to any other Defences, rights or remedies available to Carrier, Other Exclusions means exclusions of liabilities or obligations that are directly or indirectly related, connected or attributable to or by: (i) any act or error or omission or instructions or advices or breach of contract or warranty whatsoever, of or from Merchant, (ii) wastage in bulk or weight, (iii) delay, (iv) betterment, (v) any loss, damage or delay arising from inherent defect or quality or vice or nature of the Goods or (vi) insufficiency of packing or insufficiency or inadequacy of marks, (vii) any abandonment by Merchant, (viii) fire unless the fire was caused by the actual fault or privity of Carrier; (ix) any damage or loss or delay whatsoever and howsoever caused whilst the Goods are in the care custody or control of any government or other authority, including but not limited to government or other authority owned transit terminals, warehousing or during inspections by such government authority; (x) any liability NOT arising from or connected to the Carrier's negligence.
8.2 Delay/consequential & direct loss exclusions.
8.2.1 Carrier does not undertake or guarantee that the Goods or any documents relating thereto shall arrive or be available at any place or stage during the Services and by way of example and not by limitation at any particular time or to meet any particular requirement of any delivery, contract, sale, seasonal or other market, license, permission, convenience or credit of Merchant, or any marketing for or use of, the Goods.
8.2.2 In no circumstances whatsoever or howsoever caused (including negligence of any kind) will Carrier have any liability directly or indirectly caused by delay.
8.2.3 All exclusions of liability under this clause 8.2.3 by way of example and not limitation, apply to any losses that are direct and which flow from the natural cause of any breach or incident and also to indirect and consequential losses. These foregoing losses and any similar or like losses arising from any circumstance whatsoever are excluded (including but not limited to losses arising from negligence of any kind) whether or not the Carrier or the Merchant had knowledge or notice that all or any of the losses might be incurred: (i) Diminishment or loss of sale ability. (ii) Loss of or deferment of: profits, sales or income or savings, real or potential future business, use (including but not limited to any losses for remedy and any losses already incurred or ongoing because of such loss of use), reputation, goodwill or production or increased costs of production. (iii) Increased costs of production (iv) Without limitation any business, or factory or office or scientific or exploration activity or other work environment of any kind that suffers or is threatened by any failure, interruption, suspension or stoppage or closure, of any kind and howsoever arising. (v) Any corruption, stoppage, interruption or failure of any process or system, of any description including without limitation any IT system, programme, equipment or process. (vi) Any increase in value from actual value of Goods caused by replacement value or by betterment. (vii) Due to non-viability of repair costs. (viii) Statutory or punitive damages. (ix) Fines or penalties. (x) Any pure economic losses. (xi) Any consequential, indirect, incidental, special losses or damages.
8.2.4 Without prejudice to clause 8.2.2 or any other Carrier's rights and remedies whatsoever, if Carrier is for some reason found liable for delay, any such liability whatsoever or howsoever caused including but not limited to negligence of any kind, shall be limited to the Freight charged.

8.3 Ad Valorem: declared value for increased level of liability.

8.3.1(i) In connection with loss of or damage to Goods the Merchant may request and obtain an increased level of liability higher than that otherwise provided for in this Bill, only by declaring in writing the value of the Goods and paying any additional Charges. Such request must be agreed in writing by Carrier prior to rendering Services. Such agreed declared value shall be substituted for the limits of liability for loss of or damage to Goods under this Bill. (ii) This declared value is prima facie and if the true value of the Goods at destination is less than such declared value, the lower value shall be deemed to be the declared value. 8.3.1(iii) Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.
8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.

8.4 Notification period and time bar (limitation of actions)

8.4.1 Carrier shall be deemed to have delivered Goods in the order and condition as described in this Bill unless written notice of any discrepancy indicating the general nature of such discrepancy is given at the place of delivery before or at the time of removal of the Goods into the custody of the Person taking delivery under this Bill or if the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) In any event Carrier shall be discharged of all liability whatsoever and howsoever arising from or in connection with the Goods or Services, including without limitation any claims for indemnity or contribution and (ii) all rights of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) suit is brought and (b) written notice thereof be given to Carrier, within one year after delivery of the Goods or the date when the Goods should have been delivered.
8.4.3 Notwithstanding clause 8.4.2, in cases where any Carrier's or Service Providers' liability arises or is caused from or attributable to or connected to (a) any agency Services provided by the Carrier or Service Provider or (b) the Carrier's or Service Providers' acts, errors or omissions or events or circumstance that occur or manifest outside of the port to port or Port Area period of transport or handling, then 8.4.2 applies except that Clause 8.4.2 (ii)(b) is deleted and replaced with: (b.i) written notice thereof be given to Carrier, within nine months from the date of the event or occurrence alleged to give rise to a cause of action against Carrier or, (b.ii) written notice thereof be given to Carrier within any period under the application of clause 6.3, whichever is the shortest period.

9) **MERCHANT'S RESPONSIBILITY**

Merchant agrees and warrants that:
9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to the Goods or Services;
9.2 they will provide all documents and information correctly and truthfully completed for the Services and that all Goods, documents, information and Merchant, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchant are correct, lawful or sufficient;
9.3 they will ensure that all Goods are properly prepared, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods having regard to their nature or the method of transport/handling and in compliance with all laws, rules, regulations and requirements (whether compulsorily applicable or not) that apply and that enhance or provide best practice for the security and safety of the Goods, Container and Services;
9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or changing of delivery mode;
9.5 they will ensure that no Goods which are or may become dangerous, hazardous, inflammable, noxious, radioactive or damaging or which are or may become liable to damage any property or Person whatsoever shall be tendered to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such written consent or required packaging, marking/labelling or if in the opinion of Carrier the Goods, whether pre-declared or not, are or are liable to become dangerous or hazardous or damaging, then no liability to Carrier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's right to Freight & Charges and indemnity;
9.6 they will be liable by way of example and not by limitation for any direct or indirect loss, damage, delay, contamination, soiling, pollution, detention or demurrage, of whatsoever nature to or of: (i) the environment, or any property or Goods whatsoever (including but not limited to Containers) of Carrier or of the Service Providers or of any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person acting on their behalf or for which Merchant is otherwise responsible and whether such events arose or occurred before or during or after the Services;
9.7.1 it is Merchant's sole responsibility and Merchant must provide to Carrier, electronically or by any means as mutually agreed, the Verified Gross Mass (VGM) of each Container prior to the deadline stipulated by Carrier for submission (VGM cut off time). If VGM is not provided in time by the Merchant, Carrier shall be under no obligation to commence or continue Services for that Container;
9.7.2 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant's cost, if VGM is not so provided.

10) **PROVISION AND STUFFING OF CONTAINERS**

The Merchant warrants and agrees that:
10.1 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or subsequent to Services;
10.2 unless prior written agreement is given by Carrier and any additional freight has been paid or agreed to be paid, Carrier is under no obligation to provide a Container of any particular type or quality;
10.3 unless otherwise confirmed by Merchant and agreed by Carrier in writing, the Goods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or facilities;
10.4 Goods may be Stuffed by Carrier in or on Containers and Goods may be Stuffed with other goods of whatsoever nature;
10.5 Carrier or Service Provider can palletise any un-palletised Goods, or breakdown pallets, skids or the like and any and all Goods or pallets and the like can be stacked upon unless prior to receipt of the Goods Carrier has agreed in writing with Merchant that the Goods will not be so stacked and that any Charges arising from such agreement are paid;
10.6 if a Container has been Stuffed by or on behalf of Merchant then Carrier is not liable for any loss of or damage or delay to the Goods caused by: (i) the way the Container has been Stuffed; or (ii) the unsuitability of or the defective condition of the Goods or their preparation for the Services or (iii) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, humidity or ventilation settings; except if the Container is supplied by or on behalf of Carrier, then if such Container's condition or incorrect settings were not apparent upon proven diligence and inspection by the Merchant at or prior to Stuffing, then exclusion 10.6(iii) does not apply; or (iv) Stuffing Goods that are not at the correct temperature for carriage; or (v) inadequate or absence or incorrect supply of Merchant's information or instructions;
10.7 (i) Container must be delivered to Carrier with an intact high-security seal in place and photographic evidence of the seal number will be provided to Carrier, except where Carrier has given written agreement to seal the Container. In the event the Container is not so sealed by Merchant, Carrier reserves the right to return the Container to Merchant for resealing or to affix a seal, all at Merchant's cost. (ii) Carrier has no liability for damage or loss of Goods (a) in absence of such evidence, or (b) where any loss or discrepancy to Merchant's seal is evidenced prior to or after Carrier's care, custody or control, or (c) seal is intact on delivery to consignee.
10.8 Provided due diligence is exercised by Carrier to determine that Containers provided by them are in good working order prior to release to Merchant, Carrier has no liability for any delay, loss of or damage to the Goods directly or indirectly arising from any functioning or non-functioning of the Container or the temperature variant or humidity machinery or controls, insulation, or any apparatus of the Container (including but not limited to defects, derangement, breakdown or stoppage).
10.9 (i) Notwithstanding any particulars in this Bill, Carrier does not guarantee the maintenance of the temperature or humidity within a refrigerated or special Container irrespective of whether the Container is Stuffed or the temperature is set by Merchant or Carrier. (ii) Further, Carrier has no liability whatsoever if refrigerated Goods are carried in a range of plus or minus 2.5 degrees C (or Fahrenheit equivalent) from any temperature specified on the reverse side hereof.
10.10 Carrier is only liable for loss of or damage to Merchant supplied Container if caused by Carrier's negligence. Carrier's liability in this respect is limited to the market value at the time of such loss or damage or reasonable cost of repair of the Container, subject to deductions for betterment and fair wear and tear or 2 US$ per kilo of tare weight, whichever is least.
10.11 In no circumstances whatsoever will any property in, or lien or other rights in respect of any Container supplied by or on behalf of Carrier be transferred to Merchant or any Person.
10.12 Any Container supplied by or on behalf of Carrier must be returned empty & clean and in accordance with Carrier's instructions and in the same condition as received, failing which Merchant shall pay demurrage at the applicable rate & any additional costs of whatsoever nature occasioned by or related to such failure.

11) **INSPECTION OF GOODS**

Carrier or any Person authorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deem necessary in relation to the Goods or Services. If Carrier exercises such liberty or if done by order of any government or other authority at any place, Carrier will not be liable for any loss or damage or delay incurred as a result. Merchant will be responsible for all Charges resulting from such inspection.

12) **MATTERS AFFECTING PERFORMANCE**

12.1 If at any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods' condition, or late collection/delivery or abandonment or breach of clause 9, by the Merchant) whenever and howsoever arising and whether due to Force Majeure or otherwise or whether or not the Services have commenced, Carrier may at its sole discretion and without prior notice to Merchant:
12.1.1 carry the Goods to the port of discharge or place of delivery or by an alternative route to that indicated on the reverse side hereof or that which is usual for Goods consigned to that port of discharge or place of delivery; or
12.1.2 suspend the Services (but otherwise not the contract) and store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or
12.1.3 abandon the Services and/or reject the Goods and where reasonably possible place the Goods or any part of them at Merchant's disposal at any place that Carrier may deem safe and convenient, whereupon the responsibility and any liability of Carrier in respect of such Goods and Services shall cease.
12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to continue the Services.
12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges arising from or connected to any liberties of clause 12 exercised by the Carrier.
12.4 Carrier's responsibility for Goods shall cease on delivery or other disposition of the Goods in accordance with 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.

13) **METHODS AND ROUTE OF TRANSPORTATION**

13.1 Carrier may at any time and without notice to Merchant and notwithstanding any named ports or routes on the reverse side hereof:
13.1.1 use any means or modes of transport or storage whatsoever;
13.1.2 load or carry the Goods on any Vessel whether named on the reverse hereof or not, or by any other means of transport whatsoever;
13.1.3 transfer at any stopping place the Goods from or to a conveyance or Container for transhipping/ transloading; or load, unload or store the Goods at any place or port or forward the same in any manner whatsoever, whether scheduled or not;
13.1.4 proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest or most direct or customary or scheduled route and proceed to or stay at any place whatsoever and whenever in any order;
13.1.5 comply with any orders, directions, or recommendations given by or from (i) any Person acting or purporting to act as or on behalf of a government or authority or having such authority; or (ii) Service Providers' or Persons', contractual authority;
13.1.6 proceed with or without pilots, to tow or be towed or to be dry-docked;
13.1.7 carry Livestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13.2 (i) The liberties set out in 13.1 may be invoked by Carrier for any purposes whatsoever and whether or not connected with the Services. (ii) Anything done in accordance with 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage/Services and Merchant agrees and warrants that such liberties shall not be a deviation of whatsoever nature or degree and Carrier shall be entitled to full Charges and Freight incurred therefrom and to all Defences.

14) **MERCHANT INDEMNITY**

Without limiting Merchant's other indemnity obligations herein, Merchant agrees to fully indemnify and hold harmless Carrier against all claims or liabilities or damages or costs or expenses or duties, taxes or fines or penalties or imposts and any demands or charges or fees (including but not limited to attorneys' fees) or expenses, of whatsoever kind, nature or amount and whether direct or indirect, arising or in connection with and without limitation from: (i) any Merchant's breach of any applicable law or obligation or contract or undertaking or warranty or guarantee or representation or any provision of this Bill including but not limited to any resultant loss or damage or delay to any property whatsoever or the environment, or death or injury, or (ii) any cause whatsoever for which Carrier is not responsible or liable, or (iii) any liability whatsoever which exceeds Carrier's liability under this Bill, or (iv) related to Services for Livestock, or (v) any act or error or omission whatsoever of Merchant.

15) **DECK CARGO AND LIVESTOCK**

15.1 Goods, containerised or not, may be carried on or under deck without notice to Merchant and Carrier will not be required to note on the Bill any statement of on-deck carriage. Merchant agrees and warrants that stowage on deck will not be a deviation of whatsoever nature or degree. Subject to 15.2 below, all Goods whether carried on or under deck will be deemed to be within the definition of goods for the purposes of this Bill or the Hague Rules or any legislation making such Rules or the Hague-Visby Rules or COGSA compulsorily applicable and shall participate in general average.
15.2 Goods, not being Goods Stuffed in or on Containers other than open flats or pallets which are stated on the front of this Bill to be carried on deck and which are so carried and in addition all Livestock whether in Containers or not and carried on deck or under deck, are carried without responsibility on the part of Carrier for loss or damage or delay of whatsoever nature arising: (i)(a) during carriage by sea or inland waterway, and (i)(b) whether caused by unseaworthiness or not or (ii) from negligence of any kind or (iii) from any other cause whatsoever.

16) **NOTIFICATION AND DELIVERY CLAUSE**

16.1 Any mention in this Bill of parties to be notified of arrival of Goods is solely for information purposes. Carrier has no liability whatsoever for any failure to provide such notification and such failure shall not relieve Merchant of any obligations hereunder.
16.2 Merchant shall ensure that they take immediate delivery of Goods (i) as notified to the Merchant by the Carrier or (ii) in the absence of such notice on Vessel's discharge or at delivery point shown on reverse hereof.
16.3 If Merchant fails to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container or Vessel and store the Goods ashore, afloat, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases.
16.4 Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurrage costs contained in Carrier's tariff and herein.
16.5 Once free time has expired, the Goods will be stored at the sole risk and expense (including but not limited to demurrage and storage) of Merchant. However, if Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur Charges in excess of their value, Carrier may without notice to Merchant and without prejudice to any other rights or remedies, publicly or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

17) **BOTH-TO-BLAME COLLISION**

17.1 If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall indemnify & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set off, recoup or recover this from the Vessel or Carrier.
17.2 The provisions of 17.1 will also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects, are at fault in respect of a collision or contact.

18) **GENERAL AVERAGE**

18.1 Carrier may declare General Average (GA) at any place and GA is adjustable according to the current version of York-Antwerp Rules or as stated in the Service Provider's terms and conditions, at the option of Carrier. Merchant agrees and warrants that they shall provide any GA security as required by Carrier and shall jointly and severally contribute with the Service Provider in GA to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and any other charges incurred in respect of the Goods.
18.2 If a salving ship is owned or operated by Carrier or Service Provider, salvage shall be paid as if the said salving ship or ships belonged to strangers. Such deposit as Carrier or Service Provider may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be paid by Merchant to Carrier before delivery.
18.3 Merchant and the Goods must contribute to the payment of any sacrifices, losses or expenses of a GA nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods in the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise.
18.4 Carrier shall be under no obligation to take any steps whatsoever to collect security for GA or salvage contributions due from Merchant.

19) **FREIGHT AND CHARGES**

19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed.
19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and packing list for the Goods or true copies thereof and to inspect, reweigh, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay Carrier the correct Freight & Charges (credit given for the Freight & Charges charged) and any costs incurred in establishing the correct particulars.
19.3 Irrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "lump sum".
19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction.
19.5 With regards to any payment to any Person by Merchant in respect of any sums due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any payment to such Person shall not be considered payment to Carrier. Failure of such Person to promptly pay any part of the Freight or Charges to Carrier shall be considered a default by Merchant in the payment of the Freight or Charges.
19.6 Should the Merchant fail to make timely payment of any Freight or Charges, Merchant shall be liable to Carrier for all costs and expenses of recovery of such sums from Merchant plus attorneys' fees, plus the higher of 6% interest or the available commercial interest rate in the country of recovery calculated from the due date of such sums.

20) **LIEN**

Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomsoever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. If the proceeds of sale less any sale costs and expenses including without limitation attorneys' fees fail to cover the amount due, then Carrier is entitled to recover any deficit from Merchant.

21) **VARIATION OF THE CONTRACT**

No amendment or waiver of or departure from any provision of this Bill shall be valid against Carrier unless such waiver or variation or departure is specifically authorised in writing by a director or officer of Carrier with actual authority to do so. Such waivers or consents by Carrier are not continuous and shall only be effective in the specific instances and purposes for which they are given.

22) **PARTIAL INVALIDITY**

If any provision of this Bill, in whole or in part, is held to be unenforceable by any court or Person so empowered, such unenforceability will attach only to such provision or part. Such holding will not affect the enforceability of the remaining provision or part.

23) **Jurisdiction and Applicable Law:**

This Bill of Lading, the contract contained in and/or evidenced hereby, and the rights and obligations of all parties concerned in connection with the carriage of the Goods hereunder shall be governed by and construed in accordance with English law and any and all claims, suits, proceedings or disputes howsoever arising in connection with such Bill of Lading, contract, rights and obligations shall be determined in accordance with English law.
Actions against the NVOCC/ Freight Forwarder may be instituted only in the place where the Carrier/NVOCC/Freight Forwarder has his place of business as stated on the reverse of this Bill of Lading and shall be decided according to the law of the country in which that place of business is situated.

24) **PERSONAL DATA PROTECTION:**

The parties agree to fully comply with General Data Protection Regulation 2016/679 ("GDPR") and any applicable data protection laws and be bound by the terms available at http://www.transtainerco.ca ("Framework") under which the Merchant is the "data controller" and the Carrier/ NVOCC is the "data processor" in respect of any personal data provided by the Merchant to the Carrier/ NVOCC for the contract of carriage. The Merchant (i) authorises the Carrier/ NVOCC/ Freight Forwarder to process any personal data provided to the Carrier/ NVOCC or which is made available to the Carrier/ NVOCC/ Freight Forwarder by the Merchant for the purposes of providing service under this contract of carriage and for other purposes including transferring personal data to competent bodies, courts or regulatory authorities, as may be requested; (ii) acknowledges and agrees that the Carrier/ NVOCC/ Freight Forwarder may transfer the personal data to its affiliates, employees, agents, delegates, sub-processors or competent authorities and to a country outside in accordance with such latest applicable Standard Contractual Clauses as set out in the Framework and/or other available data transfer solutions.