III. CARRIER'S LIABILITY


(a) The Carrier shall be responsible for any loss or damage caused by fire, unless it can be proved that the fire was caused by action, inaction, or neglect of the Merchant.

(b) The Carrier shall be responsible for any loss or damage caused by an act, default, or omission of the Merchant, except in cases of (c) below.

(c) The lack of, or defective conditions of packing in the case of the Merchant.

(d) Strikes or lock-outs or stoppages or restraints of labor for which the Carrier is responsible.

(e) Insufficiency or inadequacy of marks or numbers on the goods, unless the Carrier shall have had actual notice of such defects or imperfections.

(f) Damages caused by the negligence of brokers, commission agents, or consignees.

(g) The Carrier shall be responsible for any loss or damage caused by any act or omission of the Merchant, except in cases of (c) below.

7. Definitions.

(a) ‘Carrier’ means the party on whose behalf this Bill of Lading has been issued.

(b) The ‘Shipper’ means the person delivering the goods to the Carrier.

(c) The ‘Consignee’ means the person to whom the goods are consigned.

(d) The ‘Shipper’s Tariff’ means the rates, charges, and rules established by the Carrier for the transportation of goods.

(e) The ‘carrier’s applicable Tariff’ means the rates, charges, and rules established by the Carrier for the transportation of goods.

(f) The ‘Bremen courts’ means the courts of the Federal Republic of Germany.


(h) ‘International Carriage of Goods by Sea Act of the United States of America’ means the Act approved by the Congress of the United States on June 14, 1924, entitled ‘An Act to regulate international commerce in the carriage of goods by sea, and for other purposes.’


(j) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(k) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(l) ‘General Average’ means the general average as defined in the Bill of Lading.

(m) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(n) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(o) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(p) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(q) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(r) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(s) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(t) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(u) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(v) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(w) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(x) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.

(y) ‘General Average’ means the general average as defined in the provisions of the Bill of Lading.

(z) ‘Failure to Notify’ means the failure of the Carrier to notify the Consignee of the loss or damage to the goods.
Bill of Lading

Freight to be prepaid / to be collected

Freight to be paid either in Euro, US Dollars or, if acceptable to the Carrier, in the transferable currency of the country, where the port of shipment lies (for prepaid shipments) or in transferable currency of the country, where the port of discharge lies (for freight collect shipments).

CONTAINERS TO TUNISIA (CLAUSE 19)

Sub. a) The Carrier undertakes to perform and/or in his own name and to procure performance of the (combined) transport and the delivery of the goods, including all services relating thereto, from the place and time of taking the goods in charge to the place and time of delivery and accepts responsibility for such transport and such services.

One of the Bills of Lading must be surrendered duly endorsed and exchanged for the goods or delivery order.

IN WHITNESS WHEREOF the number of original Bills of Lading stated above all of this tenor and date has been signed, one of which being accomplished the others to stand void.

Freight to be prepaid / to be collected

Freight to be paid either in Euro, US Dollars or, if acceptable to the Carrier, in the transferable currency of the country, where the port of shipment lies (for prepaid shipments) or in transferable currency of the country, where the port of discharge lies (for freight collect shipments).

CONTAINERS TO TUNISIA (CLAUSE 19)

Sub. b) Consignees in Tunisia of goods shipped in/on Carrier’s equipment are responsible for the return of empty equipment into Carrier’s depot in the Tunisian ports and to pay prior its release an advance of TND 500,000 per 20’GP, TND 750,000 per 20’OT and/or 20’FR, TND 2,000,000 per 40’GP, TND 3,000,000 per 40’HC and/or 40’FR as well as TND 2,500,000 per 20’RF and TND 5,000,000 per 40’RF as security to cover container detention fees and/or port transfer costs; the final calculation/settlement to be effected upon the return of the empty equipment to depots of the Carrier.

Sub. c) For the return of Carrier’s equipment Consignees in Tunisia are granted 10 calendar days free of container detention fees for 20’GP / 20’OT / 20’FR / 20’HC / 20’OT / 20’FR / 20’RF / 40’GP / 40’HC / 40’OT / 40’FR / 40’RF / 40’RF / 40’FR counting from and including the day of the vessel’s discharge. In case of delay in the release of the equipment to the Consignee attributable to the Carrier the free days to be increased by the days of delay caused by the Carrier. Upon expiration of the free days of container detention fees as set out above, container detention fees are payable either in EUR or if acceptable to the Carrier in transferable Tunisian currency as follows:

11th to 20th day EUR 6,00 per 20’GP resp. EUR 12,00 per 40’GP unit/day
11th to 20th day EUR 10,00 per 20’OT / 20’FR resp. EUR 20,00 per 40’HC / 40’OT / 40’FR / 40’RF unit/day
4th to 7th day EUR 45,00 per 20’RF resp. EUR 75,00 per 40’RF unit/day
as from 21st day EUR 12,00 per 20’GP resp. EUR 24,00 per 40’GP unit/day
as from 21st day EUR 12,00 per 20’OT / 20’FR resp. EUR 24,00 per 40’HC / 40’OT / 40’FR / 40’RF unit/day
as from 8th day EUR 90,00 per 20’RF resp. EUR 150,00 per 40’RF unit/day

The container detention fees are to be calculated until and including the day of the return of the equipment into the Carrier’s depots. The maximum period for which container detention fees shall accrue is 1 year / 365 calendar days. Thereafter the provisions of sub-clause d) shall apply.

Sub. d) in case of loss of the equipment, whether owned or leased by the Carrier, or a delay in the return of the equipment to the Carrier’s depots in Tunisia exceeding 365 calendar days after the day of vessel’s discharge, in addition to the container detention fees due under sub-clause c) hereof an amount of EUR 2,100,00 per 20’GP resp. EUR 4,200,00 per 40’GP / EUR 4,300,00 per 40’OT / EUR 4,500,00 per 40’HC / EUR 5,700,00 per 20’OT resp. EUR 6,000,00 per 40’OT / EUR 4,400,00 per 20’FR resp. EUR 6,500,00 per 40’FR / EUR 16,850,00 per 20’RF resp. EUR 19,350,00 per 40’FR shall be payable to the Carrier as liquidated damages (and not as a penalty).

Sub. e) For any payment obligation in accordance with sub-clauses c) or d) above, the Shipper, Consignor, Consignee and the Receiver shall be jointly and severally liable. The joint and several liabilities shall also relate to any storage or other costs accruing as a result of any delay or refusal of the Consignee to take acceptance of the goods in the port of discharge.

Sub. f) Receivers are responsible for the removal of any labels on the equipment except, however, those of Sloman Neptun before its empty return in Carrier’s depots in Tunisia.

IN WHITNESS WHEREOF the number of original Bills of Lading stated above all of this tenor and date has been signed, one of which being accomplished the others to stand void.

Place and date of issue: T/12/2013

Signed for

TUNISIA SERVICE

Shipping & Transport GmbH
Langenstraße 44 · 28195 Bremen

by

T/12/2013

as Agent(s) only to the Carrier

Sloman Neptun Shipping & Transport GmbH
Langenstraße 44 · 28195 Bremen

Freight to be prepaid / to be collected

Freight to be paid either in Euro, US Dollars or, if acceptable to the Carrier, in the transferable currency of the country, where the port of shipment lies (for prepaid shipments) or in transferable currency of the country, where the port of discharge lies (for freight collect shipments).