6.2 The liberties set out in 6.1 above may be invoked for any purpose whatsoever and shall not be deemed to be an unreasonable
all or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses
to do so, Carrier can take any measures including devanning, selling, disposing or storing the Goods. Such measures shall constitute due delivery hereunder and all liability whatsoever of Carrier in accordance with the applicable tariff(s).
8. After discharge of the Goods, Carrier shall not be responsible for any claims, loss, liability, penalties, damage, delay, fines, interest, or taxes of any nature whatever and for any and all costs, expenses, or duties of whatever kind or nature arising after such discharge.
6. Merchant warrants that in assuming the terms and conditions hereof, he is, or has the authority of, the person owning or entitled to the possession of the Goods and the bill of lading. Merchant further warrants that (i) the particulars relating to the Goods entered on the bill of lading have been checked and are correct and complete, and all and any other particulars furnished by or on behalf of Merchant are correct, (ii) Merchant is adequate and correct, and (iii) it has complied with all statutes, ordinances, regulations and requirements of whatsoever kind or nature applicable to the Goods or the carriage. Merchant shall be responsible for all claims, loss, liability, penalties, damage, delay, fines, interest, or taxes of any nature whatsoever and for any and all costs, expenses, or duties of whatever kind or nature arising in connection with the carriage of the Goods. Such liability hereunder shall extend to such claims, loss, liability, penalties, damage, delay, fines, interest, or taxes or duties.
2.13.2 The party booking FCL shall ensure that the Goods are properly packed and labeled and that the stowage is appropriate. In the case of breakbulk goods, proper and timely identification of each item is required. Approach and breakout of breakbulk cargo will only be carried out at a terminal designated in advance by Carrier. Carrier may be deemed to have discharged its responsibilities with respect to breakbulk cargo if the Breakbulk Procedures are not followed as recommended by Carrier at the time of booking. All breakbulk cargo shall be stored at the risk and expense of the shipper.
6.23.2 Carrier shall be entitled to charge the Merchant for any and all losses, expenses, or duties whatsoever which may arise out of any failure of a person to obtain or carry Consular clearance, or any other clearance, for the port of discharge or for any other port through which the Goods may pass.
3.5 When the Goods, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and
6.23.1 In the event the Goods are improperly released or delivered to Customs or other authority to a third party without the consent of Carrier, Merchant shall be liable for all claims, loss, liability, penalties, damage, delay, fines, interest, or taxes of any nature whatsoever and for any and all costs, expenses, or duties of whatever kind or nature arising in connection with the carriage of the Goods. Such liability hereunder shall extend to such claims, loss, liability, penalties, damage, delay, fines, interest, or taxes or duties.
5.11.2 When a Subcontractor or Subcontractor’s employees or agents is acting as Carrier’s or Merchant's representative or agent, such Subcontractor or Subcontractor’s employees or agents will be deemed to be acting as Carrier’s or Merchant’s servants or agents for all purposes hereunder, and shall be liable to Carrier or Merchant hereunder for its acts, omissions or negligence.
6.23.3 Carrier shall not be entitled to any claim, defense, suit or proceeding arising under or relating to this bill of lading to be barred by the laws of Germany and subject to the exclusive jurisdiction of the courts of the City of Hamburg, except that at the time of carriage against Merchant at any court or judicial having jurisdiction.
6.30.1 Goods or any parts thereof which are open to inspection and control by any government or political authority or by any public or private authority to which such goods are subject shall be subject to such inspection and control.
2.2.3.3 The services provided by Subcontractor(s) are not, in any way, obviated by the provisions of this clause.
CLARIFICATIONS
11.10 Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, damage, delay, fines, interest, or taxes of any nature whatsoever and for any and all costs, expenses, or duties of whatever kind or nature arising in connection with the carriage of the Goods. Such liability hereunder shall extend to such claims, loss, liability, penalties, damage, delay, fines, interest, or taxes or duties.
3.5 Merchandise, whether containerized or not, may be carried on or under deck without notice to Merchant and at Carrier's sole option, and
2.2.2 Subcontractors are actually employed or instructed by Carrier or Merchant or any person or firm acting or purporting to act for or on behalf of Carrier or Merchant.
3.2 In case of carriage by air, either by airway bill or by return receipt of airway bill, a copy of such airwaybill or return receipt of airwaybill will be delivered with the Goods to the Merchant of record unless otherwise agreed in writing by Carrier and Merchant.
3.22.1 In the event a Subcontractor or Subcontractor’s employees or agents is acting as Carrier’s or Merchant's representative or agent, such Subcontractor or Subcontractor’s employees or agents will be deemed to be acting as Carrier’s or Merchant’s servants or agents for all purposes hereunder, and shall be liable to Carrier or Merchant hereunder for its acts, omissions or negligence.
5.11.1 When goods are booked or charged to the carrier it is the responsibility of the carrier to ensure that the Consular clearance or other
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