1. DEFINITIONS

Carrier means Hamburg Sudamerikalinie Handels-AG & Co KG, Wandsbeker Chaussee 165, 22529 Hamburg, Germany, and any other person or company which may be designated by the Carrier for the purpose of this sea-waybill, or any person owning or entitled to possession of the Goods, or any goods and equipment, or any documents relating thereto, or any of these ship's containers or equipment, or any of these, hereinafter referred to as the "Goods" or "Containers". 

Subcontractor means the manager of the ship, master, pilot, yard, wharf, container yard, terminal operator, stevedore, warehouse manager, tank and/or yard man, vessel agents, gang and yard workers, or any other employees or agents of the Carrier.


COGSA means the U.S. Carriage of Goods by Sea Act.

4.2 LIMITATION OF LIABILITY

(a) Delay: Carrier does not undertake that Goods or any documents relating thereto will arrive at a particular time at the Port of Discharge or any other port or place of delivery. 

(b) Use any means of transport (water, land and/or air) or storage whatsoever; 

(c) The terms and conditions in Carrier's tariff(s) and herein (including the limitation of liability of US$ 500 per package or per customary unit) shall apply. 

(d) Except as provided herein, no claim for loss, damage, delay, fines, attorney fees, costs, and/or expenses arising from any failure of Merchant to comply with the above-mentioned obligations or otherwise provided in this sea-waybill or in any way related to the Goods or Container or which results from the acts or omissions of Merchant, its agents or servants. 

9.1 Neither Carrier nor any Subcontractors are obliged to inform Merchant or Notify Party of Vessel's estimated or actual date or time of arrival, and if given, such information shall be considered a gratuity.

6.3 Carrier's right to the above lien(s) and to the retention of documents or Goods, if applicable, shall be cumulative. 

11. CARRIER'S LIEN

(a) Carrier shall have no liability whatsoever arising out of or in connection with any act or omission of any person (not employed or instructed by Carrier) 

(b) Any Container supplied by Carrier or related companies or the consequences of the Goods, when placed in any Container, being at a higher stacking weight and racking test load minimums.

12.9 When a Container is supplied by Merchant, Merchant warrants that: (i) the Container complies with CSC, ISO standards and all applicable stacking weight and racking test load minimums. 

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