2. Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage; nevertheless, the Merchant will indemnify the Carrier against all consequences thereof.

3. Undertakes that no claim or allegation, whether in contract, bailment, tort, or otherwise, shall be made against any Carrier, Subcontractor, or any means of transportation or storage of the Goods.

4. 4.1 Except as otherwise herein stated, the Carrier shall be responsible for loss of or damage to Goods under the following circumstances:

(a) PORT-TO-PORT SHIPMENT (1) When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, whether on board a Vessel or in respect of any sub-transport or trade route used for their transportation, unless Carrier has shown that the loss or damage was not caused by the Carrier's own fault or by any negligence of its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.

(b) The limitations of liability provided herein apply unless the nature and value of the Goods have been declared by the Merchant. In that event, the Carrier's liability is limited to the amount declared by the Merchant.

3. CHARGES

The Carrier will charge for the Carriage and services set forth in the Carriage Contract and the reverse. The Carrier may also collect taxes, fees, or duties imposed upon it by any governmental authority, including any insurance premiums paid on behalf of the Merchant.

4. MISCELLANEOUS PROVISIONS

4.1 The Carrier may, at its option, it may exercise any lien for such monies as it deems necessary for covering the charges due under the Carriage Contract.

4.2 LIMITATION OF LIABILITY (1) When Goods have been lost or damaged from the time of loading on the Vessel until the time of discharge from the Vessel, whether on board a Vessel or in respect of any sub-transport or trade route used for their transportation, unless Carrier has shown that the loss or damage was not caused by the Carrier's own fault or by any negligence of its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.

4.3 Merchant's contribution in General Average shall be paid even when such Average is result of fault, neglect or error of the Merchant. The Carrier, in exercising the lien of General Average, shall not be entitled to exercise any lien for General Average tonnage costs.

4.4 When a Container is supplied by the Merchant, the Carrier shall be liable, at tariff rates, for any delay beyond time of stuffing or any delay caused by the unsuitability or defective condition of the Container, which would have been discovered by a reasonable inspection prior to stuffing the Container.

5. MONODATE PROCEDURE

5.1 When the Merchant undertakes to load the Goods into a Container, the Carrier shall be liable for the loss or damage to the Goods caused by the Carrier and/or its servants or agents, arising either from the nature of the Goods or from the cause of the loss or damage. The Carrier shall be liable for the loss or damage caused by the Merchant and/or its servants or agents, arising from the nature of the Goods or from the cause of the loss or damage.

6. METHODS OF TRANSPORT/PERFORMANCE/LIBERTIES

6.1 METHODS OF TRANSPORT/PERFORMANCE/LIBERTIES

6.1.2 TRANSPORT OR CARREIRA

6.1.2 TRANSPORT OR CARREIRA

6.1.3 TRANSPORT OR CARREIRA

7. DECK CARGO

7.1 In case the Carrier has advanced, or is in any manner liable, for the loss or damage to Goods occurring from the time of loading on the Vessel until the time of discharge from the Vessel, whether on board a Vessel or in respect of any sub-transport or trade route used for their transportation, unless Carrier has shown that the loss or damage was not caused by the Carrier's own fault or by any negligence of its servants or agents with the intention to cause damage, or recklessly or with knowledge that such damage would probably result.

7.2.2 TRANSPORT OR CARREIRA

7.3 TRANSPORT OR CARREIRA

8. DELIVERY

8.1 The Carrier shall deliver the Goods to the Merchant, or as directed by Merchant, at any port or place named in the Carriage Contract. The Carrier may, at its sole discretion, deliver the Goods at any port or place named in the Carriage Contract, or to any other port or place named by Merchant.

9. NOTICE OF CLAIM AND TIME TO SUE

9.1 The Carrier shall, within 180 days from the date of delivery of the Goods, or in the case of hidden defects, within 180 days from the discovery of the defect, notify the Merchant of any claim or dispute, and the Merchant shall be entitled to effect the claim or dispute within 90 days from the date of delivery of the Goods.

10. COMPLIANCE WITH LAW

10.1 The Carrier shall comply with all laws, regulations, and other requirements applicable to the Goods, containers, or other packages, their documentation, and in any other respect as may be required by the Carrier or any other party having or entitled to possession of the Goods.

11. DESTRUCTION OF DATA

11.1 The Carrier shall not be responsible for any loss or damage to the Goods resulting from the destruction of data, including electronic data, caused by any act or omission of the Carrier or any third party.

12. DANGEROUS OR HAZARDOUS GOODS

12.1 The Carrier shall not be responsible for any loss or damage to the Goods resulting from the transportation of dangerous or hazardous goods, including any liability resulting from the transportation of any dangerous or hazardous goods.

13. RECIPIENT CARRIERS

13.1 The Carrier shall not be responsible for any loss or damage to the Goods resulting from the transportation of goods by a recipient carrier, including any liability resulting from the transportation of any goods by a recipient carrier.

14. GENERAL AVERAGE

14.1 The Carrier shall not be responsible for any loss or damage to the Goods resulting from the general average, including any liability resulting from the general average.

15. NON-WAIVER AND SEVERABILITY

15.1 The Carrier shall not be responsible for any loss or damage to the Goods resulting from the non-waiver or severability, including any liability resulting from the non-waiver or severability.

16. AUTHORIZATION TO ACT

16.1 The Carrier shall not be responsible for any loss or damage to the Goods resulting from the authorization to act, including any liability resulting from the authorization to act.