2. CARRIER’S TARIF(S)

(a) All or without incurring additional expense, Carrier may terminate the transportation and/or incur any reasonable additional expenses, which were not anticipated by Carrier in the sea-waybill.

(b) Merchant and Goods; in any case, Carrier’s liability for the Carriage of the Goods will be limited to the amount of such loss or damage.

(c) Subcontractor (including their own subcontractors), or any other party employed by or on behalf of Carrier, or whose services or equipment have been used to perform this contract whether in contractually with Carrier or not.

(d) Use any means of transport (water, land and/or air) or storage whatsoever to accomplish the total or any part of the Carriage.

3. CHARGES

(a) Merchant shall be responsible for paying all freight, insurance, and other charges and expenses, other than those included in the sea-waybill.

(b) Charges for the services of any vessel, landing, unloading, storage, handling, preparation, and the like, if any.

4. CARRIER’S RESPONSIBILITY

(a) Except as otherwise noted herein, Carrier shall be responsible for loss of or damage to Goods under the following circumstances:

(b) Multimodal transport

(c) Carriage of Goods on deck.

(d) Merchant shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, and costs, other than those caused by the Carrier’s acts or omissions of Merchant, its agents or servants, or third parties for which Merchant, its agents or servants are responsible.

5. SUBCONTRACTING

(a) Subcontractor shall in any case, have the same liability for its acts or omissions as Carrier under this sea-waybill, including the limitation of liability.

(b) No Subcontractor shall in any circumstances be liable for loss or damage caused by the unsuitability or defective condition of the Container, which would have been apparent upon inspection in good faith, or for the loss or damage caused by the: (i) manner in which Container is handled, (ii) condition of the container when received by Carrier, or (iii) failure to observe and follow any agreeable instructions by the Carrier.

6. PHYSICAL INVENTORY

(a) Carrier is not responsible for loss or damage to Goods while in the possession of Carrier, while in the possession of a Subcontractor, or while in the possession of any other party.

(b) Carrier shall be liable for any loss or consequential or special damage or for any loss of or damage to Container or any connected equipment.

(c) Carrier shall be liable for and shall indemnify, defend and hold Carrier harmless against all claims, loss, liability, penalties, and costs, other than those caused by the Carrier’s acts or omissions of Merchant, its agents or servants, or third parties for which Merchant, its agents or servants are responsible.

7. DECK CARGO

(a) Goods, whether containerized or not, may be carried on or under deck without notice to Merchant or at the Carrier’s sole option, and shall be subject only to the terms and conditions of this sea-waybill.

(b) Goods shall be carried in any part of the hold, in any place or position, or in any vessel or other means of transport employed by Carrier for the Carriage of the Goods resulting from Carriage on deck.

(c) Carrier shall not be required to mark or stamp on the sea-waybill any statement of such deck carriage.

(d) Merchant may at any time give notice of his intention that any part of his Goods shall be carried on deck; and, upon receipt thereof, Carrier shall carry such Goods on deck.