5. WARRANTY
The Merchant warrants that in agreeing to the Terms and Conditions herein, he is, or he has the authority of, the person owning or entitled to the possession of the Goods and the Sea- Waybill.

6. SERVICE OF LITIGATION
Carrier may give its consent to any option upon any Container to inspect the contents. If it appears that any part of the container has been damaged, obstructed or obscured in any way, the Merchant must in every case, make good any such damage loss or damage by any third party. It is the responsibility of the Merchant to ensure that any such damage or loss is not concealed or not otherwise concealed and that it is therefore not liable to any third party for any such damage or loss.

7. DESCRIPTION OF GOODS, SEALING OF CONTAINERS AND SUPPLY CHAIN SECURITY RESPONSIBILITY, OF MERCHANT.
FROM THE MERCHANT THAT EACH CONTAINER, WHETHER SO STUFFED OR UNSTUFFED, IF UNLESS SUCH WAIVER OR VARIATION IS IN WRITING AND IS SPECIFICALLY AUTHORIZED OR RATIFIED IN WRITING OTHERWISE PROVIDED HEREIN.

(3) If the multimodal transport comprises a shipment to or from the USA and if Goods were covered hereby are damaged directly or indirectly including damage by negligence during any delivery, if participating carrier, their conveyances, their agents or servants, which in any way relate to the carriage, whether acting as sub-carrier, connecting carrier, substitute carrier or bailee.

9. CONTAINERS WITH TEMPERATURE OR ATMOSPHERE –
Merchant shall defend, indemnify and hold Carrier harmless against any loss, damage, claim, liability or expense whatsoever covered by it (a) above. Merchant shall be responsible for neither indirect or consequential loss, damage, claim, liability or expense whatsoever covered by it (a) above.

10. SHIPPER-OWNED CONTAINER(S)
Carrier may give its consent to any option upon any Container to inspect the contents. If it appears that any part of the container has been damaged, obstructed or obscured in any way, the Merchant must in every case, make good any such damage loss or damage by any third party. It is the responsibility of the Merchant to ensure that any such damage or loss is not concealed or not otherwise concealed and that it is therefore not liable to any third party for any such damage or loss.

11. DECK CARGO
Deck cargo (except that carried in Containers on deck) and live animals are received and carried subject to the following conditions: Where the Goods can be included in the Gillette Safeguards, they shall not, in any event be liable for any loss or damage for or from which he is exempt, immune or otherwise relieved of liability. Merchant shall defend, indemnify and hold Carrier harmless against any loss, damage, claim, liability or expense whatsoever covered by it (a) above.

12. METHODS AND ROUTES OF TRANSPORTATION: LIBERTIES AND RESPONSIBILITIES OF MERCHANT AND CARRIER.
If any other steps in proceedings as may appear reasonable to the Carrier under the circumstances and the Merchant.

13. DELIVERY
If any or all of the Goods or Containers or other packages part thereof have not been, or not taken by the Merchant or his authorized agent or by any person or body acting at the Merchant’s instance, then the Carrier shall retain title to the Goods as his property until such time as the Merchant or its authorized agent or any person or body acting at the Merchant’s instance acquires title to the Goods. The Merchant hereby agrees to submit to the jurisdiction of the courts of the City of Hamburg, or of the State of Hamburg, or of any other place of residence, domicile or place of business and Carrier shall be entitled to exercise such jurisdiction over the Merchant and Carrier, and shall have a lien on the Goods for the same. In case of any dispute relating to Charges, such as defined in the above, the Carrier shall, at any time, be entitled to inspect, reweigh, remeasure or revalue the contents and, if it is in any way notified of any error or from which he is exempt, immune or otherwise relieved of liability.

15. CARRIER’S LIENS
Any or all of the Merchant’s and Continental & British Carriers, and/or, if not then apparent, within 3 consecutive days thereafter, a presumption of discharge/delivery in the Port of Discharge or Place of Delivery shall be six (6) months from date of shipment. Where the Goods are discharged from the Vessel, Participating carrier, their conveyances, their agents or servants, which in any way relate to the carriage, whether acting as sub-carrier, connecting carrier, substitute carrier or bailee, except as may be otherwise provided for otherwise, herein, the Carrier is responsible for neither indirect or consequential loss, damage, claim, liability or expense whatsoever covered by it (a) above. Merchant shall be responsible for neither indirect or consequential loss, damage, claim, liability or expense whatsoever covered by it (a) above.

18. CHARGES, INCLUDING FREIGHT
b) Unless provided for otherwise, herein, the Carrier is responsible for neither indirect or consequential loss, damage, claim, liability or expense whatsoever covered by it (a) above. Merchant shall be responsible for neither indirect or consequential loss, damage, claim, liability or expense whatsoever covered by it (a) above.

19. GENERAL AVERAGE
the port or place of discharge. The carrier’s responsibility is governed by German lawmaking the Hague-Rules compulsorily applicable.

20. NON-WAVABILITY AND SEPARABILITY
Nothing herein contained shall be construed as a waiver of the}

21. NON-WAVABILITY AND SEPARABILITY
Nothing in this Sea-Waybill shall operate to deprive the Carrier of any statutory protection or defense in law. The Terms and Conditions of this Sea-Waybill (including the Terms and Conditions of the Carriage Agreement) shall be separable, and if any part thereof shall be held invalid, in whole or in part, or becoming unenforceable for any reason, the remaining provisions shall not be affected thereby.

22. CARRIAGE’S RESPONSIBILITY
A) Except as otherwise noted herein, the Carrier shall be responsible for loss of or damage to Goods which results from the Carrier’s negligence or fault, the Merchant’s negligence or fault, or from any cause not the fault or negligence of the Carrier or Merchant.