

Definitions "Merchant" means and includes the Consignor, the Consignor, the Holder of this Bill of Lading, the Receiver and the Owner of the goods. "The Carrier" means the issuer of this Bill of Lading as named The Janel Group of New York, Inc. The headings set forth below are for easy reference only.

CONDITIONS

1. Applicability

Notwithstanding the heading 'Combined Transport Bill of Lading' (on the face of this Bill of Lading) the provisions set out and referred to in this document shall also apply when the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

2. Issuance of the "Combined Transport Bill of Lading"

2.1 By issuance of the Combined Transport Bill of Lading, the Carrier

a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge to the place designated for delivery in this Bill of Lading.

b) assumes liability as set out in these Conditions.

2.2 For the purpose and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omission of any person whose services he makes use for the performance of the contract evidenced by this bill of lading.

3. Negotiability and title to the goods

3.1 By accepting the Bill of Lading the Merchant and his transferees agree with the Carrier that, unless it is marked 'non-negotiable', it shall constitute title to the goods, and the holder by endorsement of this Bill of Lading shall be entitled to receive or to transfer the goods herein mentioned.

3.2 This Bill of Lading shall be prime-face evidence of the taking in charge by the Carrier of the goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

4. Dangerous Good and Indemnity

4.1 The Merchant shall comply with rules which are mandatory according to national law or by reason of international Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken.

4.2 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, anytime the goods are deemed to be hazard to life or property, they may at any place be unloaded, destroyed or, rendered harmless, as circumstances may require, without compensation; and the Merchant shall be liable for all loss, damage, delay or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

4.3 If any goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

5. Description of Goods and Merchant Packing

5.1 The Consignor shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier of the description of the goods, marks, number quantity, weight and/or volume as furnished by him, and the Consignor shall indemnify the Carrier against all loss, damage, and expenses arising or resulting from inaccuracy, or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Consignor

5.2 Without prejudice to Clause 6(A) (2) (c), the Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing of goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Carrier, or by the defect or unsuitability of the containers, trailers, flats, when supplied by the Merchant and shall indemnify the Carrier against any additional expenses to caused.

6. Extent of Liability

A 1) The Carrier shall be liable for loss of or damage to the goods occurring between the time when he takes the goods into his charge and the time of delivery.

2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by;

- an act omission of the Merchant or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the goods in charge;
- insufficiency or defective conditions of the packing or marks and/or numbers;
- handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- Inherent vice of the goods;
- strikes, lockout, stoppages or restraints of labour, the consequences of which f) any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.
- Any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
- a nuclear incident if the operator of a nuclear installation of a person acting for him is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy

3) The burden of proving that the loss or damage was due to one or more of the above

causes or events shall rest upon the Carrier.

When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events, specified in b) to d) above, shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes or events.

B. When in accordance with clause 6. A.1 the Carrier is liable to pay compensation in respect of loss of or damage to the goods and the stage of transport where the loss or damage

shall be determined by the provisions contained in any international Convention or national law,

which provisions

- cannot be departed from a private contract, to the detriment of the claimant, an
- would have applied if the Claimant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

7. Paramount Clause

The Hague Rules contained in the international Convention for the unification of certain rules relating to Bills of Ladings, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated February 23rd, 1968, enacted in the Country of Shipment, shall apply to all carriage of goods by sea and, where no mandatory international or national law applies, to the carriage of goods by inland waterways also, and provisions shall apply to all goods whether carried on deck or under deck.

8. Limitation Amount

When the Carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the value of the goods at the place and time they are delivered to the Consignee in accordance with the contract or should have been delivered.

8.2 The value of the goods shall be fixed according to the commodity exchange price or if there is no such price, according to the current market price or, if there is no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

8.3 Compensation shall not exceed 2 SDR (special Drawing Rights) per kilo of gross weight of the goods lost or damaged, unless, with consent of the Carrier, the Merchant has declared a higher value of goods and such higher value has been stated in the CT Bill of lading in which case such higher value shall be limit. However, the Carrier shall not, in any case be liable for an amount greater than the actual loss to the person entitled to make the claim.

9. Delay, Consequential Loss, etc.

Arrival times are not guaranteed by the Carrier. If the Freight is held liable in respect of delay, consequential loss or damage other than loss of or damage to the goods, the liability of the Carrier shall be limited to double the freight for the transport covered by this Bill of Lading, or to the value of the goods as determined in Clause 8, whichever is the lesser.

10. Defences

10.1 The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the goods whether the action can be founded in contract or in tort.

10.2 The Carrier shall not be entitled to the benefit of the limitation of liability provided for in paragraph 3 of Clause 8 if it is proved that the loss or damage resulted from a personal act or omission of the Carrier done with intent to cause such loss or damage or recklessly and with knowledge that damage would probably result.

11. Liability if Servants and Sub-Contractors

11.1 If an action for loss of or damage to the goods is brought against a person referred to in paragraph 2 of clause 2, such person shall be entitled to avail himself of defences and limits of liability which the Carriers is entitled to invoke under these Conditions.

11.2 However if it is proved that the loss of damage resulted from an act or omissions of this person done with intent to cause damage or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in paragraph 3 of Clause

11.3 Subject to the provisions of paragraph 2 of Clause 10 and paragraphs 2 of this Clause, the aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph 2 of Clause 2 shall in no case exceed the limits provided for in these Conditions,

12. Methods and Route of Transportation

The Carrier reserves to himself a reasonable liberty as to the means, route and procedure to be followed in the handling, storage and transportation of goods.

13. Delivery

If the delivery if the goods or any part thereof is not taken by the Merchant, at the time, and place when and where the Carrier is entitled to call upon the Merchant to take the delivery thereof, the Carrier shall be entitled to store the goods or the part thereof at the sole risk of the Merchant, where upon the liability of the Carrier or any agent or sub-contractor of the Carrier or any agent or sub-contractor shall forthwith upon demand be paid by the Merchant to the Carrier.

14. Freight and Charges.

14.1 Freight shall be paid for in cash without discount and, whether prepayable at destination, shall be considered as earned on receipt of the goods and not to be returned or relinquished in any event.

14.2 Freight and all other amounts mentioned in the Bill of Lading are to be paid in the currency named in the Bill of lading, or at the Carriers' option in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current when the Merchant is notified of the arrival of the goods there or in the date of withdrawal of the delivery order, whichever rate is higher or at the option of the Carrier on the date of the Bill of lading.

14.3 All dues, taxes and charges of other expenses in connection with the goods shall be paid by the Merchant.

14.4 The merchant shall reimburse the Carrier in proportion to the amount for any costs for deviation or delay or any other increase of costs whatever nature caused by war like operations, epidemics, strikes, government directions or force majeure.

14.5 The Merchants warrants the correctness of the declaration of contents, insurance weight measurements or value of the goods by the Carrier reserves the right to have the contents inspected and the weight measurements or valued verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is smaller shall be payable as liquidated damage to the Carrier for his inspection cost losses of freight on other goods not withstanding any other sum having been stated on the Bill of Lading as freight payable.

15. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and/or any other contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

16. General Average

The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection.

17. Notice

(1) Unless notice of loss of or damage to the goods and the general nature of it be given in writing to the Carrier or the persons referred to in paragraph 2 of Clause 2, at the place of delivery before or at the time of the removal of the goods into the custody of the person entitled to consecutive days thereafter, such removal shall prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of lading.

18. Non delivery

Failure to effect delivery within 90 days after the expiry if a time limit agreed and expressed in a CT Bill of Lading or where no time limit is agreed and expressed, failure to effect delivery within 90 days after the time it would be reasonable to allow for diligent completion of the entitled to receive delivery, the right to treat t the goods as lost.

19. Time Bar

The Carrier shall be discharged of all liability under the rules of these Conditions unless suit is brought within nine months after

- The delivery if the goods, or
- The date when the foods should have been delivered
- The date when in accordance with Clause 18, failure to deliver the goods would in the absence of evidence to the contrary, give the party entitled to receive delivery, the right to treat the foods as lost.

20. Jurisdiction

Actions against the Carrier may only be instituted in the country where the Carrier has his principal place of business and shall be decided according to the law of such country.