


# BILL OF LADING

FOR COMBINED TRANSPORT SHIPMENT OR PORT TO PORT SHIPMENT

Shipper:		Document No:	Bill of Lading No.:
Consignee:		 www.deltrans.net Carrier: DelTrans International Shipping Corporation 1st Floor John Lovell Building Lower Collymore Rock St Michael, Barbados	Forwarding Agent:
Notify Party:			FMC No.:
Pre-carriage by:		Place of Receipt:	Export References:
Vessel/Voyage:		Port of Loading:	Point and Country of Origin:
Port of Discharge:		Place of Delivery:	Onward Inland Routing:
Type of move:		Loading Pier/Terminal:	

Container & Seal Number Marks & Numbers	No. of Pkgs	Description of Package and Goods	Gross Weight	Measurement

FREIGHT AND CHARGES:  Ocean Freight: Prepaid: <input type="checkbox"/> Collect: <input type="checkbox"/> Destination Terminal & Handling: Prepaid: <input type="checkbox"/> Collect: <input type="checkbox"/> <small>IMPORTANT NOTICE TO MERCHANT: THERE ARE 29 TERMS AND CONDITIONS ON THE BACK OF THIS BILL OF LADING ALL OF WHICH SHOULD BE CAREFULLY READ. THEY INCLUDE LIMITATIONS, EXEMPTIONS, DEFENCES, TIMEBAR, JURISDICTION &amp; CHOICE OF LAW CLAUSES.</small>	Declared value from Merchant (see clause 10):  Received by the Carrier in apparent good order and condition unless otherwise noted, the Goods or the Container(s) or Package(s), said to contain the cargo as described herein, for shipment to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse hereof, whether written, typed or stamped, to which the Merchant agrees by accepting this Bill of Lading.  In witness whereof, _____ original Bills of Lading have been signed, one of which being accomplished, the others if any, to be avoid. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or a delivery order.  <b>Dated At:</b> <b>On:</b> <b>By:</b> As agent for the Carrier, DelTrans International Shipping Corporation
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# BILL OF LADING TERMS AND CONDITIONS

Large print version available at [www.deltrans.net/legal](http://www.deltrans.net/legal)

## 1. DEFINITIONS

**1.1 "Booking"** means the document issued by the Carrier which evidences the Merchant's acceptance of the Carrier's quotation.

**1.2 "Cargo"** means the whole of the operations and services including inland and ocean portions thereof undertaken directly or indirectly by the Carrier in respect of the Goods including loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the goods.

**1.3 "Carrier"** means DelTrans International Shipping Corporation.

**1.4 "Combined Transport"** arises where the Carriage called for by this Bill of Lading is not Port to Port.

**1.5 "Container"** includes any container (including an open top container), van, flat rack, platform, trailer, transportation tank or any other similar article used to enclose the Goods and any connected equipment.

**1.6 "Dangerous Goods"** include any goods classified or described as dangerous in the Dangerous Goods Code issued by the Inter-Governmental Maritime Consultative Committee ("The DANGEROUS GOODS CODE"), and any goods which may present or be subject to any hazard to the cargo or to which they are attached or to which they are attached or to which they are attached.

**1.7 "Goods"** means the cargo enumerated on the face hereof provided by the Merchant whether packed in Containers or not and includes any material supplied or not on behalf of the Carrier.

**1.8 "Hague Rules"** means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading as signed at Brussels on 25th August 1924.

**1.9 "Hague-Visby Rules"** mean the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

**1.10 "Hamburg Rules"** mean the provisions of the UN Convention on the Carriage of Goods by Sea 1978.

**1.11 "Holder"** means any person validly in possession of this Bill of Lading and to whom the property in the Goods has passed up to or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

**1.12 "Merchant"** includes the Shipper, the consignee, the Holder, and the receiver or owner of the Goods and any person acting on behalf of the persons mentioned in this definition.

**1.13 "Port to Port Shipment"** arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or in both the Place of Receipt and the Place of Delivery are ports and the Bill of Lading is not in the notation of the Place of Receipt or the Place of Delivery on the front hereof specify any place or port within the area of the port so nominated.

**1.14 "Package"** means (a) that where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units on the face of this Bill of Lading in the box provided shall be deemed to be the number of packages or shipping units for the purpose of any liability per package or shipping unit or (b) as provided for in any applicable international convention or compulsorily applicable national law in relation to the carriage of the Goods by sea. Except as aforesaid, the Container shall be deemed to be the package or the shipping unit.

**1.15 "Quotation"** means the Carrier's written offer which, if accepted by the Merchant, will generate the Booking.

**1.16 "Seaworthy"** means a specific meaning defined by the International Maritime Freight Code.

**1.17 "Shipping unit"** means freight unit defined in the Hague Rules and Hague-Visby Rules.

**1.18 "Subcontractor"** includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminal and groupage operators, road, rail and air operators, warehousemen and any independent operators employed by the Carrier performing the Carriage of Dangerous Goods, servants and agents thereof whether in direct contractual privity or not.

## 2. QUOTATION AND BOOKING

The terms of the Carrier's Quotation and the Booking, if any, are incorporated herein. In the case of inconsistency between this Bill of Lading and the Carrier's Quotation, if any, or the Booking, if any, this Bill of Lading shall prevail.

## 3. WARRANTY

**3.1** The Merchant warrants that in agreeing to the terms hereof he is or is an agent of or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

**3.2** The Merchant warrants that he is competent and that he has reasonable knowledge of all aspects of his business affording the terms of purchase and sale of goods contracts, the terms of any insurance and the type and extent thereof, and the need for confidential handling of high value goods.

## 4. NEGOTIABILITY AND TITLE TO GOODS

This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.

## 5. GENERAL EXCLUSIONS AND IMMUNITIES

**5.1** In addition to every exemption and limitation whatsoever that the Carrier is entitled to be benefited under these terms, any applicable international convention or compulsorily applicable national law, the Carrier shall in any event and in all cases whatsoever be relieved of liability for loss or damage to or destruction of the Goods or any part thereof by or resulted from:

(a) Act of God, war, hostilities, piracy, or any other cause beyond the control of the Carrier;

(b) Compliance with the instructions of the Merchant;

(c) Wrongful, false, incorrect or inaccurate description of the Goods or other particulars provided by the Merchant;

(d) The lack or insufficiency of a defective condition or packing in the case of packages or Containers; their nature, are liable to leakage or to be damaged when not properly packed;

(e) Lack, insufficiency or inadequacy of marks or numbers of the Goods, or packages or Containers;

(f) Stowage, loading, stowage, or unloading of the Goods by or on behalf of the Merchant;

(g) Heuristics or other causes;

(h) Strikes or lockouts or stoppages or restraints of labour from whatsoever causes whether partial or general;

(i) Fires unless caused by the actual fault or privity of the Carrier, for which the Merchant shall have the burden of proof, and act, neglect or default in the receipt or shipment of a ship;

(j) A nuclear incident;

(k) Acts of God, acts, revolutions and civil disturbances;

(l) Force majeure situations, without restricting the generality of this term, hindrances to traffic due to ice, snow, floods and all other forms of unforeseen natural phenomena;

(m) War of God;

(n) Saving or attempting to save life or property at sea;

(o) Any cause or event which the Carrier could not avoid and the consequence thereof it could not prevent by the exercise of due diligence.

**5.2** The Carrier shall be relieved of liability for loss or damage to or destruction of the Goods or any part thereof by or resulted from the loss or damage caused by or resulted from one or more of the causes or events specified in clause 5.1, shall rest upon the Merchant except that where the Carrier has established on the balance of probabilities that in the circumstances of the case, the loss or damage should be attributed to one or more of the causes or events specified in clauses 5.1, D, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

## 6. CERTAIN RIGHTS FOR THE CARRIER AND OTHER PERSONS

**6.1** The Carrier shall be entitled to subcontract directly or indirectly on any terms whatsoever the whole or any part of the Carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

**6.2** The Carrier shall be entitled to consolidate the Goods with other cargo and to procure the performance of the whole or any part of the Carriage by contracting directly or indirectly with any person on any terms whatsoever for the whole or any part of a consolidated shipment which includes the whole or any part of the Goods.

**6.3 HIMALAYA CLAUSE**

It is understood that the Carrier will use the services of others in the performance of the Carriage and it is expressly agreed between the Merchant and the Carrier that each and every person including servants, agents, subcontractors engaged or employed, directly or indirectly by the Carrier shall be the beneficiary of all terms and conditions of this contract and shall be entitled to the same rights, exemptions from and limitations of liability, defences and immunities to which the Carrier is entitled and entitled to pursuant to any applicable law and contract and in relation to this contract the Carrier does so on its own behalf but also as an agent and trustee for each person described herein, each of whom shall be deemed to be a party to this contract to the extent of being afforded and entitled to the rights, defences, exemptions, immunities, and limitations of liability accorded to the Carrier hereunder.

**6.4 CLAIM AGAINST CARRIER ONLY**

The Merchant undertakes that any claim arising under the Bill of Lading shall be made only against the Carrier and no claim shall be made against any servant, agent or subcontractor of the Carrier and all claims by or on behalf of any party of the Carriage, whether direct or indirect, is properly, performed or undertaken against any vessel, her owners or operators which imposes or attempts to impose upon any of them any liability whatsoever in connection with the performance of the Carriage, whether or not arising in connection with the performance of the Carriage, shall be deemed to be waived, and any such claim shall be deemed to be made to, defend, indemnify and hold harmless the Carrier against any and all consequences thereof including legal and all other costs, including the Carrier's fees, incurred by or on behalf of the Carrier.

## 7. CARRIER'S LIABILITY

**7.1** The Carrier shall be liable for loss or damage to or destruction of the Goods or any part thereof by or resulted from the loss or damage caused by or resulted from one or more of the causes or events specified in clause 5.1, shall rest upon the Merchant except that where the Carrier has established on the balance of probabilities that in the circumstances of the case, the loss or damage should be attributed to one or more of the causes or events specified in clauses 5.1, D, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ.

**7.2** Notwithstanding clause 7.1, hereof, all claims under this Bill of Lading to or from the United States shall be subject to the Carriage of Goods by Sea Act (COGSA).

**7.3** Notwithstanding clause 7.1, hereof, all claims under this Bill of Lading to or from Canada shall be subject to the Marine Liability Act.

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## 8. COMPENSATION FOR LOSS OR DAMAGE

**8.1** For all shipments worldwide except for the USA, unless the Merchant, with the consent of the Carrier, has declared a higher value for the Goods in the space provided on the front of this Bill of Lading and paid extra freight as agreed to by the Carrier in which case such higher value shall be the limit. The Carrier shall be limited in liability as follows:

**8.1.1** If it can be determined where the loss or damage occurred, the liability limits provided for in international or national legislation referred to in clause 7.2, shall apply.

**8.1.2** If it cannot be determined where the loss or damage occurred or if no international convention or national legislation as referred to in clause 7.2, apply, compensation shall not exceed 2 SDR per kilogram of gross weight of the Goods or any part thereof.

**8.2** For all shipments to or from the USA unless otherwise mandated by compulsorily applicable law, the Carrier's liability for compensation for loss of or damage to the Goods shall in no case exceed the amount of US\$500 per package or per customary freight unit unless the Merchant has declared a higher value for the Goods in the space provided on the front of this Bill of Lading and has paid the extra freight as agreed to by the Carrier in which case such higher value shall be the limit of the Carrier's liability. Where a Container is stuffed by the Merchant on or in behalf of the Carrier and the Container is sealed, the Carrier's liability for compensation for loss of or damage to the Goods shall be limited to US\$500 per package or per customary freight unit, except where the Merchant declares the value on the face hereof and pays the additional costs on such declared value. The freight charged on sealed Containers shall

no higher valuation is declared by the Merchant is based on a value of US\$500 per Container. In land and domestic transport, the Carrier's liability shall be limited to a maximum of 2 SDR per kilogram of gross weight with a maximum of US\$200 per Bill of Lading. 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.

**8.3** Compensation for liability, if any, shall be calculated according to the actual value of the Goods at the time and when they were received by the Carrier. The Carrier shall have the option of replacing lost goods or repairing damaged goods.

## 9. NOTICE OF CLAIM AND TIMEBAR

**9.1** NOTICE OF LOSS AND SUBMISSION OF CLAIMS

Subject to any provision herein to the contrary unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or its agent before or at the time of the removal of the Goods into the custody of the consignee or other party to whom the Goods are delivered, or if the loss or damage is not then apparent, within 3 consecutive days thereafter and such removal shall be prima facie evidence of the delivery of the Goods in good condition by the Carrier. The Merchant shall comply with all time limitations concerning the submission of claims for compensation for loss or damage to the Goods or any part thereof, whether the liability of the Carrier is determined other than by the legislation or rules referred to in clause 7.1 hereof.

**9.2** NOTICE FOR CLAIM - TIME FOR SUIT

The Carrier shall be discharged of all liability unless suit is brought in all cases where the liability of the Carrier is determined by the legislation or Rules referred to in clause 7.1 hereof within twelve months, or if within the time established by any international convention or national transportation law as referred to in clause 7.2 above, or if in all other cases within 90 months after delivery of the Goods or the date when the Goods should have been delivered, in which case the total loss shall in the absence of evidence to the contrary be deemed to be a date two calendar months after the Goods had been received for the Carriage.

## 10. AD VALOREM

**10.1** Higher compensation for loss or damage to the Goods than the limit permitted by the legislation or rules and any applicable international convention or national transportation law as referred to in clause 7.2 above, up to a maximum of US\$500 per package lawful money of the United States, or in the case of Goods not shipped in packages, per customary freight unit may be claimed only when the value of the Goods, declared in writing by the Merchant before shipment of the Goods to the Carrier, is higher than the actual value of the Goods at the time of the loss or damage. In that case the amount of the declared value or the actual value (as established under clause 8.3 hereof) if less than the declared value shall be substituted for such limit. Any partial loss or damage shall be adjusted pro-rata on the basis of the actual value of the Goods.

**10.2** The Merchant agrees and acknowledges that unless such declaration is made the Carrier has no knowledge and can have no means of knowledge of the value of the Goods.

**10.3** The Carrier shall not be liable for any loss or damage to or in connection with the Goods if the nature or value thereof has been knowingly mis-stated by the Merchant.

## 11. METHOD AND ROUTE