11 DEFINITIONS Bill: This Bill of Lading and terms, issued or intended to be issued by the Carrier on behalf of Merchant. Carrier: The company stated as Carrier on the reverse of this Bill as signed by Carrier or their agents. This Bill: This Bill of Lading and terms, Issued or intervent our easers of the state of

CFU: Customary Freight Unit as applied under COGSA for Goods not in packages an incuoses a shipping unit. Charges: Any incurso statistic or directly or indicetly connected to the Goods or Services, excluding Charges: Any incurso that are not limited to charges that are: as provided by Carrier's tariff dead freight, and valorem, less than full container load services, currency adjustment factor, burker adjustment factor, surcharges, any insurance charges; amending the Bill, handling, storage, demurrage, detention, any inspection; special freight for Services for special containers; refuture Freight, charges arising from sale or disposition of Goods and any other Charges or expenses whatsoever, directly or indirectly arising in relation to the Goods or Services. Container: Any container, traities, semi-traiter, swap body, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate or transport Goods and any connected/installed equipment thereof.

COGSA: The Carriage of Goods by Sea Act of the United States of America approve on term year uses and any amendents hereis.
 Partia any amount of the search of the search body transport Goods and any connected/installed equipment thereot.
 Defences: Without limitation all rights, immunities, exclusions, exemptions, monotary limitations, defences, and limitations of or excentration transport Goods and any connected/installed equipment thereot.
 Defences: Without limitation all rights, immunities, exclusions, exemptions, monotary limitations, defences, and limitations of or excentration transport Goods and any connected/installed equipment thereot.
 Defences: Without limitation all rights, immunities, exclusions, exemptions, monotary limitations, defences, and limitation the Bill's Law & Jurisdiction clause.
 Force Majeur: Any circumstances beyond the reasonable control of Carrier or Service Provider or their respective servants or agents that prevents or threatens to prevent them from comphying with or any form of industrial action or withdrawal of labour of any kind; civil disturbance, not, war (whether declared or recognised by any potilical authority or government or noi, rebellion, mane conflict, any act of terrorism, or any act of violence or thmat; any circumstances, or event involving nuclear radiation declared or recognised by any potiage of components or any arrest of covers supplies or orlision, stranagording or sinking; any shortage of components or any arrest or governmental action.
 Free Majeur: The ocean and land-side carriage costs booked, excluding Charles.
 Goods: In hold of in part, any noveable property of whatsoever type or nature supplies or orlision, stranagordian or sinking; and badget of carriage.
 Goods: In hold and thy invokable property of whatsoever type or nature supplied by or on behalt Hague Rules: Provisions of the International Convention for Uninfication of Carria Rules r

The part is used in the part is allow within a contraining out normalized and within the part of the part as allow within the port of locating and the port of discharge are shown on the reverse station. Port Dort Shipment: When only the port of locating and the port of discharge are shown on the reverse here of and the place of acceptance and the final desination are unstipulated. Service Provider(s): Excluding Carrier but of therwise includes but is not limited to any. Person, but operators, warehousemen, or any independent contractors or ballees; all parties' servants or agents, of whatever type appointed by or on behalf of Carrier to parform the Services and whether in direct contractual privity with Carrier or not. Used to service and initiated to any end or related to the Goods or any transcont of the acceptance of Merchard's including but nanding. Warehouse and whether in direct contractual privity with Carrier or not. Used acceptance of Merchard's including but not behalf of Carrier to Services Provider in respect of business whether graduations or not, singly or combined. Burled: FloreActing the Rodod Services and whether a secretance of Merchard's instructions in the course of business whether graduations or not, singly or combined. Suffect FloreActing the Rodod Services and benefores on the discussed or secret. Through Transport: Arises where the Services actend beyond a Port b Port Shipment. Mesself. New Methorm cart thus dis for Services under this sill including but not full mode or secret. Through Transport: Arises whether the services and other infland water vessels, and substituted vessels, whether name of any experiment and and and arise acceptance of the full including but not full mode or secret. Through Transport: Arises whet the Services acteend beyond a Port to Port Shipment. Wesself is negationed to the secret secret base of a secret secret base of the full including but not full mode or secret. The secret secret secret base of the secret secret base of the secret secret base of the secre

In Bill origin. 22.CARRIERS TABLE The Standing of the standi

this Bill and the tarm, the terms or this can prevant. 3) WARRANTY OF AUTHORITY Merchant warrants and agrees that they are or have the necessary authority to enter into any contract of Services and that they are jointly and severally bound by these terms.

such delivery shall constitute due delivery hereunoer. 5) CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PARTIES 54 Corriso is entitled to sub-contract on any terms whatsoever the whole/cart of Services to any Service

5.1 Carrier is entitled to sub-contract on any terms whatsoever the wholepart of Services to any Service Provider. 5.2 It is a spontent and agreed by Merchent that: (i) the Carrier's servants or agaret and all Service and the service of the se

and prediction the enterpresent of the text have and behind set and based intermediate (1) in 10 bit of the based in constant is with a of Carrier to any one of text and Carrier.
 The Defences and liberities provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tot, indemnity, contribution, or any other cause of action.
 All Marcha Defences and liberities provided in the Bill apply in any action against any Person covered by clause 5 whether based in contract, tot, indemnity, contribution, or any other cause of action.
 All Marcha Defences and liberities provided in the Bill apply on any action against any Person covered by clause 5 whether houses of any other cause of action.
 All Marcha Defences and liberities provided in the Bill apply on any action against any Person covered by clause 5 whether houses.
 All Marcha Defences and liberities provided and any other cause of the services of authorities are engaged to parform all or part of the services.
 All Carson Defences and (b) the Hague-Vaby Rules does not exceed 666.67 SDRs per Package or 2 DFI apply of the Goods, whichever is the higher and (c) the Hague Paules as computed by apply. It is confirmed that is predicted by the particular to a services (b) and (b) the Hague-Vaby Rules does not exceed 666.67 SDRs per Package or 2 DFIs per Valcage and (b) the Hague-Vaby Rules does not exceed 666.67 SDRs per Package or 2 DFIs per Valcage and (b) the Hague-Vaby Rules does not exceed 666.77 SDRs per Package or 2 DFIs per Valcage or 2 DFIs per Valcage and (b) the Pague-Vaby Rules computed by any advectage by a and for the entrem time that discharge from the Vessel, in the Port Aaa.
 2.2 Devit De Althorem 1
 2.1 Di Shipments: In Sala Defase to a computed by Rules computed by Rules computed by Rules computed by Rules comput

§ 14101(b)(1), each as amended norm more comment of <u>GENERAL LABLITY AND OTHER PROVISIONS</u> 7 Minare Carrier's liability arises from a cause which is only contributory, Carrier is only liable to the ext

7.1 Centernal, Linkell In NakU Direct Physics (Notice) 17.1 Where Carrier's liability arises from a cause which only contributory, Carrier is only liable to the extent 7.2.1 Subject to any Carrier's Defences, any agreed liability shall be calculated by reference to the value of the Goods as determined by any compulsory law then by the FOB/FCA value of the Goods as determined by any compulsory law then by the FOB/FCA value of the Goods at the place and time at which they were accepted for Carriage, or 7.3 if 7.2.1 is 7.2.2 do not apply then the value shall be calculated by reference to the wholesale value of Goods of the same kind and quality at the time and place of shipment.

7.4 MAXIMUM OF MONETARY LIABILITY: 7.4 (i) Notwithstanding any term or limitation herein to the contrary except/clause 6.2, 1, and subjectic: any higher value declared pursuant to clause 8.3, Hague Fules, 10.3 or of the purpose of the purpose of the second se

(c) the sound mendance and a second a

USS2:500.00. 75. (i) Where international transport conventions or international or national law are compulsorily applicable, the Bill still applies, (ii) if any conflict exists between the Bill and such compulsory conditions the latter prevails to the eather of the conflict, but not further. (iii) The Bill applies to any silence or gaps or or the latter prevails to the eather of the conflict, but not further. (iii) The Bill applies is any arrow of the original to the source of the so

transport conditions and any Carrier's or Service Provider's receipt of the Goods in apparent good order and condition is not a representation that such condition of Goods (in de exist on receipt. **B) A VALOREM, FORCE MALEURE, EXCLUSIONS, DELAY, LIMITATIONS, AND TIME BAR B1** Froze Majeuro Chitt F.Sculsons. **B1** Froze Majeuro Chitt F.Sculsons. **B1** Froze Majeuro Chitt F.Sculsons. **B1** Force Majeuro Chitt F.Sculsons. **B1** 2 Under no circumstances whatsoever will Carrier have any liability directly or indirectly caused by: (i) Force Majeuro et al. (b) Chitt F.Sculsons as defined in class B 1.3. **B1** 2. Under no circumstances whatsoever will Carrier have any liability directly or indirectly related, connected or Warrardy whatsoever, of or from Merchant, (ii) watsage in built or weight, (iii) delated, (iv) betterment, (v) any loss, damage or delay arising from Inherent defect or quality or vice or nature of the Goods or (v) any loss, damage or delay arising from Inherent defect or privity of Carrier, (i) any damage or iles or powernment or other authority, including but tor to limited to government or other authority, including but tor tool limited to government or other authority including but tor tool limited to government or other authority including but tor other authority, (v) any liability NOT arising from or connected to the Carrier snegligence. **B2** Delay/consequential & direct loss exclusions. **B2** Delay/consequential but any place or singe during the Services and by way of example and not by limitation at any octow authority exclusion by delay. **B3** we that a direct and which frow from the natural cause of any kindy will Carier to any losses that are din

8.3.2 Merchant agrees and warrants that ad valorem arrangements herein shall only apply to liability for loss of or damage to Goods.
8.4 Notification period and time bar (limitation of actions)
8.1 Action that be degreed to device device device of the order and condition as described in this of the series and the device of the order and nature of study discregarcy is given at the place of delivery before or at the time of removal of the Goods into the custody of the Person taking delivery under this Bill or it the loss or damage is not apparent, within three consecutive days thereafter.
8.4.2 (i) nany event Carrier shall be discred evice without limit down and howsoever anting from or in connection with the Goods or services, including without limitation and (and mennity or contribution and (i) and ingits of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) such as the place or delivery under the Goods or services, including without limitation ware claims for mennity or contribution and (i) and ingits of the Merchant to claim from the Carrier or Service Provider are extinguished unless (a) any agency Services provided by the Carrier or Service Providers' liability arises or is acused from or attributable to connection with any agency Services provided by the Carrier or Service Providers' liability arises or is service Providers' (a) the Carrier's or Service Providers' (a) the Carrier or Service for a service provider (b) and (b) withen notice therefore be given to Carrier' within nine morths from the date of the event or currence alleged by given to Carrier' within any period under the application or clause 5.3 which were the service or currence alleged to give ne to carrier's assee of acon against 5.3 which were the tops of the overt or currence allegeed to give ne to carrier's 1.5 which were there to carrier's service provider's the shon

Merchant agrees and warrants that: 9.1 the information, declaration, description and particulars of Goods furnished by Merchant including but not limited to weight, content, measure, quantity, quality, condition, marks, numbers, addressing and value, are correct and that they will inform Carrier in advance of any special conditions that may apply to

value, are correct and that they will inform Carmer in advance or any special consistence in rear us-put to floods or Services; 9.2 they will provide all documents and information correctly and truthfully completed for the Services and that all Goods, documents, information and Merchart, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents, information and Merchart, comply with any laws or regulations or requirements whatsoever. Carrier is not obliged to check whether the Goods, documents or information provided by Merchart are correct, lawid or sufficient end, packed or marked and labelled to inform the relevant parties, and in a manner to withstand the ordinary risks of the Services and the Goods, regulations and requirements (whether compulsority applicable or not) that apply and that enhance or privide best practice for the security and safety of the Goods, Container and Services; 9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhiomet or channica of delivery mode;

prövide best practice for the security and safety of the Goods, Container and Services; 9.4 they will bear all relevant expenses & costs for return of Goods, change of destination or transhipment or changing of delivery mode; 9.5 they will ensure that no Goods which are or may become dangerous, hazardos, intammable, 9.5 they will ensure that no Goods which are or may become dangerous, hazardos, intammable, whatsoever shall be tendened to Carrier for Services without Carrier's consent in writing. If any such Goods are tendered without such writerier will attach and the Goods may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier for 3.6 to service the Costs, the cost of the cost of the cost of the cost of the costs, the cost of any approximation or demurged or how any at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier of the to reinder the Costages and intermity. or any property or Goods whatsever (including but not limited to Containers) of Carrier for any Person, or (ii) for death or injury to any Person, caused by any act or error or omission of Merchant or any Person, accurade there will not funct the Services; Providers or of any Person, or (iii) for death or injury to any present, caused by any act or error or omission whether such events arese or occurred before or during or dark the Services; 9.72 Carrier may store, re-weigh or return the Container; 10 the Merchant; 9.72 Carrier may store, re-weigh or termine the services for that Container, 9.72 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and therchant or upder no oblights to commence or continues Services for that Container, 9.72 Carrier may store, re-weigh or return the Container to the Merchant at Carrier's discretion and at Merchant or provided in the comparison to the container.

Merchant's cost, if VGM is not so provided. 10) PROVISION AND STUFFING OF CONTAINERS The Merchant warrants and acreas that:

The Merchant warrants and agrees that: 101 without prejudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Merchant in connection with or arising from the supply or use of a Container to or from rand by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during or with the supplied or the supplied containers whether supplied for kept or used prior or during or

10.1 without projudice to any other rights and remedies, this Bill shall govern the responsibility and liability of Carrier and Werchant is controller to or from and by Merchant and for Merchant supplied Containers whether supplied or kept or used prior or during of Carrier and Reversant is control or corrier and any additional fraight has been paid or agreed 10 be paid. Carrier is and my Merchant and a greed by Carrier in and my additional fraight has been paid or agreed 10 be paid. Carrier is undired by Merchant and agreed by Carrier in antimy, additional fraight has been paid or agreed 10 be paid. Carrier is undired by Merchant and agreed by Carrier in writing, the Gods are not temperature sensitive and do not require any special Containers, handling, storage, stowage, care or fullies;
10.5 Carrier or Service Provider can palletis any unpalletised Gods, or breakdown pallets, skids or the like and any and all Gods dor pallets and the like can be stacked upon unless prior to receipt of the Gods for or addition of the Gods and the so stacked and that any Charges 10.6 1 a Container has been Stuffed by or on behalf of Herchant then Carrier is not liable for any loss of or dange or delay to the Gods caused by: (i) the way the Container has been Stuffed or (ii) the unsutability of or the defective condition of the Gods or their preparation for the Services or (iii) the unsutability of or the defective condition of the Gods caused by: (i) the way the Container has been Stuffed or (ii) controls; there are not at the correct temperature. The exclusion 10.6 (ii) does on adjey; (ii) (ii) Gods that are not at the correct temperature does and hot any Charges and the origination or thor to Stuffer, then exclusion 10.6 (ii) does not apply; (ii) (ii) Stuffing Gods that are not at the correct temperature does do the Gods (ii) the accel and charges and (ii) does not apply; (iii) (ii) Stuffing Gods that are not at the correct temperature does (iii) a carrier as ony adjete (iii) does on adjety; (iiii) Stuffing

111195PECTION OF GOODS Carrier or any Peeron autorized by Carrier shall be entitled, but not obliged, to open any Container or Package at any time and to inspect the Goods and at their sole discretion take whatever action that they deen necessary in relation to the Goods or Services. If Carrier exercises such liberty or if doe by order of any government or other authority at any place, Carrier will not be liable for any loss or agrange or delay incurred as a result. Merchant will be responsible for all Charges resulting from such

Inspection. 121 MATTERS AFFECTING PERFORMANCE 121 If any time the Services are or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including but not limited to the Goods condition, or late collection/delivery or due to Force Majave or otherwise or whether or not the Services have commenced. Carrier may at its sole discretion and without prior notice to Merchange or place of delivery or by an alternative route to that included to the port of discharge or place of delivery or by an alternative route to that included on the reverse side hereof or that which is usual for Goods consigned to that port of discharge

Indicated of nine reverses able interfool of nail million to seal in the Obdows consequence to many point or exercising of the contract, and and the Services four otherwise not the contract, and a store Goods ashore or afloat and endeavour to conclude delivery when reasonably possible, or 12.13 abandon the Services fault or reject the Goods and where reasonably possible place the Goods or any part of them at Marchant's disposal at any place that Carrier may deem safe and convenient, where upon the responsibility and any liability of Carrier in respect of such Goods and Gewices shall be and Gewices shall be any liable to the contract, and and Gewices shall be any liable to the contract and and Gewices shall be any liable to the contract and and Gewices shall be any liable to the contract and the services and Gewices shall be any liable to the contract and the co

or any part of merit an worthaints disposal at any place mark Camer may deam's sale and convenient, weaks and the seponsability and yr labitity of camer in nespect of such Goods and Services shall 12.2 Without prejudice to any rights or remedies available to Carrier in accordance with this clause 12, Carrier is entitled to contrus the Services. 12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges asting from or connected to any libetity of clause 12 exercised by the Carrier in existing 12.4 Without prejudice to contrus the Services. 12.3 In any event Merchant shall pay in full existing Freight & Charges and any additional Freight & Charges asting from or connected to any libetites of clause 12 exercised by the Carrier is entitied 13.1 Carrier may at any time and of such acyeement or authority, or any Person acting or purporting to acts as or on behalf of such government or authority. 13.1 Carrier means or modes of tansport or slorage whatsoever: 13.1 Carrier means or modes of tansport or slorage whatsoever: 13.1 Starsier means or modes of tansport or slorage whatsoever: 13.1 action of any expect provide or not to a conveyance or Container for transhipping/ transloading, or load, unload or store the Goods are or port or forward the same in any manner whatsoever, whether scheduled or not; 13.1 a proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest whenever in any order; 13.1 a proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest whenever in any order; 13.1 a proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest whenever in any order; 13.1 a proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest whenever in any order; 13.1 a proceed at any speed, route, place or port at Carrier's discretion whether or not by the nearest whenever in any order; 13.1 a proceed at an

13:15 approved, with or without pilots, to tow or be towed or to be dry-docked;
13:17 carry triestock, explosives, munitions, dangerous or hazardous Goods or lawful Goods of any and all kinds.
13:24 (1) The liberties set out in 13:1 may be invoked by Carrier for any purposes whatsoever and whether for oncometal dwith the to be vises, (1) Anything done in accordance with 15:1 or any delay and all kinds.
13:24 (1) The liberties set out in 13:1 may be invoked by Carrier for any purposes whatsoever and whether the town of the set of the vision of whatsoever nature or degree and Carrier shall be entitled to tuil Charges and Freight Incurred therform and to all Defences.
14) MERCIAAT INDERINIT?
Mohamites Carrier against all claims or tibalities or damages or costs or expenses or duly indemnity and interview in the set or set of the set of the analysis. The set of the set of

any kind or (iii) from any other cause whatsoever. Or bisestructures of income (iii) from registrate of the formation of the second of the sec

by the Carrier of (ii) in the absence of such notice on vessels discharge or at derivery point shown 163. If Merchan Talls to take delivery of Goods in accordance with clause 16.2 Carrier may without notice remove the Goods from the Container or Vessel and store the Goods ashore, aftodt, in the open or under cover, at the sole risk and expense of Merchant. Such storage constitutes due delivery hereunder and thereupon all liability and responsibility whatsoever of Carrier ceases. 16.4. Merchant's attention is drawn to the expiry of free storage time and Merchant's liability for demurgage costs contained in Carrier's tarff and herein. 16.5 Once free time has expired, the Goods will be stored at the sole risk and expense (including but not limited to demurgage and storage) of Merchant. However, if Carrier believed that the Goods are likely Merchant and whortu projudice to any other rights or remedies, publicity or privately sell or dispose of the Goods and apply the proceeds to the Freight and any Charges.

the Goods and apply the proceeds to the Freight and any Charges. **17.1** If the Vessel comes into collision with another ship due to the negligence of the other ship and any act or neglect of the Carrier in the navigation or management of the Vessel, and Merchant receives compensation or damages paid or payable by the other non-carrying ship for any loss, damage or any claim whatsoever for the Goods or Services, the Merchant shall infoemity & hold harmless Carrier for any such compensation/damages to the extent the non-carrying ship seeks to set of "recoup or recover this from the Vessel or Carrier, owners, operations or othose in charge of any ship or ships or objects other than or in addition to the colliding ships or objects, are at fault in respect of a rollision or contract.

a collision or contact. 19 GENERAL AVERAGE 19 GENERAL AVERAGENERAL 19 GENERAL AVERAGE 19 GENERAL AVERA 18) GENERAL AVERAGE 18.1 Carrier may declare G

salvage contributions due from Merchant. 19): FREIGHT-MD.CHARGES 19.1 Freight & Charges are irrevocably earned, and fully payable by Merchant and non-returnable in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or

in any event irrespective whether prepaid, collect or otherwise or whether Goods lost, damaged or delayed. 19.2 Freight & Charges are calculated from particulars furnished by Merchant. Carrier is entitled to production of the commercial invoice and paching list for the Goods or true copies thereof and to inspect, trevelyi, remeasure and revalue the Goods. If the particulars are incorrect, Merchant shall pay incurred in establishing the correct particulars. Control for the Freight & Charges charged) and any costs 19.3 Inrespective of what is used to calculate any Freight or Charges, any Freight or Charges are to be considered for Carrier's liability purposes as "tumps sum". 19.4 All Freight & Charges must be paid without any set off, counterclaim, or deduction. 19.5 With regards to any aparent to any Person by Merchant in respect of any sums due to Carrier, such Person shall be considered the exclusive agent of Merchant for all purposes and any casyment to such of the charges to carries the ability prevent of any Freight or Charges. All regards the freight or Charges. 19.5 Shuth regards to any aparent to make timely payment of any Freight or Charges. 19.6 Should the Merchant fail to make timely payment of any Freight or Charges. 19.6 Should the Merchant fails to calculate the avert of a such participt or Charges. 19.6 Should the Merchant fails the order to the available considered a default by Merchant in the payment of the Freight or Charges. 19.6 Should the advect of the available considered a default by Merchant plus attorneys' calculated from the due date of such sums. 20.1.ER

20.LEN Carrier shall have a particular and general lien on any documents or Goods for all and any unpaid past or present sums whatsoever that are payable by Merchant to the Carrier in accordance with Services and for GA and salvage contributions to whomesever due. Carrier can at their option hold Goods or sell the Goods at public or private sale without notice to Merchant to satisfy the lien in whole or in part. It the proceeds or sale less any sale costs and expenses including without limitation attorneys' fees fail to cover the amount due, then Carrier is entitled to recover any deficit from Merchant. 21 V BAIATION DO FTHE CONTRACT

cover the amount due, then Carrier is entitled to recover any detect from metrusen. 21) VARIATION DE THE CONTRACT No amendment or waiver of or departure is specifically authorised in writing by a director or officer of unless such waiver or variation or departure is specifically authorised in writing by a director or officer of any beneficially and the specific and the specifically authorised in writing by a director or officer of any beneficial and the specific instances and purposes for which they are given.

Camer with actual automoty to be experimental purposes for which they are given. 22) EARTIAL INVALIDITY interpret of the efficient of the state of

District of New York and without regard to its cominct of laws rules. (II) The parties warve their respective rights to a jury tradied in or shipments to or from places other than the United States: 23.2 Services provided may be overse, construct and endores all disputes and all rights and duties of the parties directly or indirectly arising from or relating in any way to this Bill, the Services or the relationship of the parties.

relationship of the parties. 32.2 Any and all actions or disputes based on breach of contract, tort or otherwise must be brought exclusively before the High Court of Justice in London. 23.3 Without projudice to clauses 23.1 and 23.2, Carrier at its option will be entitled to enforce any claim against Merchant in any jurisdiction and in accordance with the law of that jurisdiction, in which Merchant has assets or is habitually resident.

20) LIEN