

Shipper

NAV :

REF :

BILL OF LADING

B/L N°

Consignee



Notify address



CNAN MED Spa

N°14, avenue Ahmed Terkouche
El Harrach
ALGER - ALGERIE

CONNAISSEMENT CHEF

(The carrier, his agents and servants shall not, in any circumstances whatever, be under any liability for failure to give notice of arrival of the goods, any provision in this Bill of Lading or any custom of the port to be contrary notwithstanding)

Local vessel from

(Ocean) vessel Port of loading

Port of discharge Final destination Freight payable at Number of original B/L

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Marks and Nos	Number and kind of packages : description of goods	Gross weight kg	Measurement
<p>Les conditions d'utilisation des conteneurs armateur mis à la disposition de la clientèle sont les suivantes :</p> <p>- Conteneur(s) à remettre vide, propre, en bon état et franco de tous frais,</p> <p>Surestaries conteneurs : Franchise standard : 15 jours à partir de l'accostage du navire 1^{er} palier (16^{ème} au 30^{ème} jour) : \$20 / TEU / jour 2^{ème} palier (31^{ème} au 60^{ème} jour) : \$40 / TEU / jour 3^{ème} palier (au-delà du 60^{ème} jour) : \$50 / TEU / jour Tarif donné à titre indicatif, peut être modifié sans préavis.</p> <p>Cautions en Algérie : conteneurs Dry 100 000 DA/teu conteneurs OT bâche incluse 150 000 DA/teu Tarif donné à titre indicatif, peut être modifié sans préavis.</p> <p>Packages over 2000 kilos weight each to be loaded and discharged at the risk of the owners of the goods. Freight paid or payable on this shipment is always due and not returnable ship or goods lost or not lost and is valid upto "BOARD" arrival Algerian Port, All further expenses to be borne by receivers.</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Tous frais depuis BORD arrivée à régler par les réceptionnaires.</p> </div>			

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In witness whereof the original Bill of Lading have been signed, one of which being accomplished, the other to be void.

Place and date of issue
MARSEILLE

Signed (for the Master) by

SHIPPER

RESPONSABILITÉ

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NAVIMED AGENCIES
AS AGENTS FOR
CNAN MED SPA OCEAN CARRIER

Shipper

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CNAN MED Spa

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ALGER - ALGERIE

ORIGINAL

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(Ocean) vessel Port of loading

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Shipper

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CNAN MED Spa

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ALGER - ALGERIE

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Local vessel from

(Ocean) vessel Port of loading

Port of discharge Final destination Freight payable at Number of original B/L

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Marks and Nos

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Gross weight kg

Measurement

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The Carrier shall not be obliged to collect any reimbursements as shown in this Bill of Lading. The Carrier will endeavour to obtain payment prior to delivery of the cargo, but should he not succeed for reasons beyond his control he reserves the right to deliver the cargo to the holder of the Bill of Lading without collection of reimbursement.

NAVIMED AGENCIES
AS AGENTS FOR
CNAN MED SPA OCEAN CARRIER

Shipper

NAV :

REF :

BILL OF LADING

B/L N°

Consignee



Notify address



CNAN MED Spa

N°14, avenue Ahmed Terkouche
El Harrach
ALGER - ALGERIE

COPY NOT NEGOTIABLE

(The carrier, his agents and servants shall not, in any circumstances whatever, be under any liability for failure to give notice of arrival of the goods, any provision in this Bill of Lading or any custom of the port to be contrary notwithstanding)

Local vessel from

(Ocean) vessel Port of loading

Port of discharge Final destination Freight payable at Number of original B/L

*CARGO PACKING AND DOCUMENTS SENT TO RECEIVERS MUST CORRESPOND TO THE RULES AND CONDITIONS OF PORT AUTHORITIES AT DESTINATION. ALL FINES ARE RECEIVERS' EXPENSES AND MUST BE SORTED OUT BETWEEN THE SHIPPERS AND THE AT RECEIVERS' PARTICULARS FURNISHED BY SHIPPER OF GOODS.

Marks and Nos	Number and kind of packages : description of goods	Gross weight kg	Measurement
<p>Les conditions d'utilisation des conteneurs armateur mis à la disposition de la clientèle sont les suivantes :</p> <p>- Conteneur(s) à remettre vide, propre, en bon état et franco de tous frais,</p> <p>Surestaries conteneurs : Franchise standard : 15 jours à partir de l'accostage du navire 1^{er} palier (16^{ème} au 30^{ème} jour) : \$20 / TEU / jour 2^{ème} palier (31^{ème} au 60^{ème} jour) : \$40 / TEU / jour 3^{ème} palier (au-delà du 60^{ème} jour) : \$50 / TEU / jour Tarif donné à titre indicatif, peut être modifié sans préavis.</p> <p>Cautions en Algérie : conteneurs Dry 100 000 DA/teu conteneurs OT bâche incluse 150 000 DA/teu Tarif donné à titre indicatif, peut être modifié sans préavis.</p> <p>Packages over 2000 kilos weight each to be loaded and discharged at the risk of the owners of the goods. Freight paid or payable on this shipment is always due and not returnable ship or goods lost or not lost and is valid upto "BOARD" arrival Algerian Port, All further expenses to be borne by receivers.</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Tous frais depuis BORD arrivée à régler par les réceptionnaires.</p> </div>			

Shipped in apparent good order and condition on board of the above mentioned vessel for carriage as stated above on and subject to all stipulations of this Bill of Lading, which stipulations include the conditions printed on the back hereof.

The said goods to be delivered unto the consignee or to his or their assigns he or they paying freight and charges as below.
Description, measurement and gross weight not checked or known by Carrier or his Agents (or by anybody else on his behalf).

In accepting this Bill of Lading the Merchant accepts and agrees to be bound by all its stipulations as fully as if they were all signed by the Merchant.

In witness whereof the original Bill of Lading have been signed, one of which being accomplished, the other to be void.

Place and date of issue
MARSEILLE

Signed (for the Master) by

SHIPPER

RESPONSABILITÉ

La responsabilité du transporteur est dégagée pour toute perte, avarie ou manquant survenus pendant la période allant de la réception des marchandises en vue de leur transport, jusqu'au début de leur chargement sur le navire et de la fin du déchargement des marchandises jusqu'à leur livraison.

The Carrier shall not be obliged to collect any reimbursements as shown in this Bill of Lading. The Carrier will endeavour to obtain payment prior to delivery of the cargo, but should he not succeed for reasons beyond his control he reserves the right to deliver the cargo to the holder of the Bill of Lading without collection of reimbursement.

NAVIMED AGENCIES
AS AGENTS FOR
CNAN MED SPA OCEAN CARRIER

Shipper

NAV :

REF :

BILL OF LADING

B/L N°

Consignee



Notify address



CNAN MED Spa

N°14, avenue Ahmed Terkouche

El Harrach

ALGER - ALGERIE

COPY AGENT

(The carrier, his agents and servants shall not, in any circumstances whatever, be under any liability for failure to give notice of arrival of the goods, any provision in this Bill of Lading or any custom of the port to be contrary notwithstanding)

Local vessel from

(Ocean) vessel Port of loading

Port of discharge Final destination Freight payable at Number of original B/L

*CARGO PACKING AND DOCUMENTS SENT TO RECEIVERS MUST CORRESPOND TO THE RULES AND CONDITIONS OF PORT AUTHORITIES AT DESTINATION. ALL FINES ARE RECEIVERS' EXPENSES AND MUST BE SORTED OUT BETWEEN THE SHIPPERS AND THE AT RECEIVERS' PARTICULARS FURNISHED BY SHIPPER OF GOODS.

Marks and Nos	Number and kind of packages : description of goods	Gross weight kg	Measurement
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Shipped in apparent good order and condition on board of the above mentioned vessel for carriage as stated above on and subject to all stipulations of this Bill of Lading, which stipulations include the conditions printed on the back hereof.

The said goods to be delivered unto the consignee or to his or their assigns he or they paying freight and charges as below. Description, measurement and gross weight not checked or known by Carrier or his Agents (or by anybody else on his behalf).

In accepting this Bill of Lading the Merchant accepts and agrees to be bound by all its stipulations as fully as if they were all signed by the Merchant.

In witness whereof the original Bill of Lading have been signed, one of which being accomplished, the other to be void.

Place and date of issue
MARSEILLE

Signed (for the Master) by

SHIPPER

RESPONSABILITÉ

La responsabilité du transporteur est dérogée pour toute perte, avarie ou manquant survenus pendant la période allant de la réception des marchandises en vue de leur transport, jusqu'au début de leur chargement sur le navire et de la fin du déchargement des marchandises jusqu'à leur livraison.

The Carrier shall not be obliged to collect any reimbursements as shown in this Bill of Lading. The Carrier will endeavour to obtain payment prior to delivery of the cargo, but should he not succeed for reasons beyond his control he reserves the right to deliver the cargo to the holder of the Bill of Lading without collection of reimbursement.

NAVIMED AGENCIES
AS AGENTS FOR
CNAN MED SPA OCEAN CARRIER

LINER BILL OF LADING CNAN MED

Terms and Conditions

1. Definition. (a) "Carrier" means a Person on whose behalf this Bill of Lading has been issued. (b) "Merchant" includes the shipper, the receiver, the consignee, the holder of the Bill of Lading, the owner of the cargo and any person entitled to possession of the cargo. (c) "Person" includes an individual, group, company or other entity. (d) "Container" includes any Container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any equipment thereof or connected thereto. (e) "Goods" means the whole or any part of the cargo received from the Merchant and includes any equipment or Container not supplied by or on behalf of the Carrier.

2. Notification. Any mention in this Bill of Lading of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

3. Acceptance of the Bill of Lading. In accepting this Bill of Lading, the Merchant expressly accepts and agrees to all the terms and conditions, whether printed, stamped or otherwise incorporated on this side and on the reverse side of this Bill of Lading and the terms and conditions of the Carrier's applicable tariff as if they were all signed by the Merchant.

4. Paramount Clause. The Hague Rules contained in the International Convention for the Unification of certain rules relating to, dated Brussels the 25th August 1924 as enacted in the country of shipment shall apply to this contract. When no such enactment is in force in the country of shipment, the corresponding legislation of the country of destination shall apply, but in respect of shipments which no such enactments are compulsorily applicable, the terms of the said Convention shall apply.

5. Law and Jurisdiction. Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined by the courts and in accordance with the law of the place where the Carrier has his principal place of business, as stated on Page 1, except as provided elsewhere herein.

6. Methods and Routes of Carriage. (a) The Carrier may at any time and without notice to the Merchant: (i) use any means of transport or storage whatsoever; (ii) transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, even though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein; (iii) proceed by any route, place, or port, in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order, (iv) load or unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port, (b) The liberties set out in clause 5 (a) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 6 (a) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

7. Liability for Pre- and On-Carriage. When the Carrier arranges pre-carriage of the goods from a place other than the Vessel's Port of loading or on-carriage of the goods to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

8. Loading and Discharging. (a) Loading and discharging of the goods shall be arranged by the Carrier or his Agent. (b) The Merchant shall, at his risk and expense, handle and/or store the goods before loading and after discharging. (c) Loading and discharging may commence without prior notice. (d) The Merchant or his Agent shall tender the goods when the Vessel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the goods when the Vessel is ready to load or fails to load as fast as the Vessel can receive the goods, the Carrier shall be relieved of any obligation to load such goods, the Vessel shall be entitled to leave the port with-out further notice and the Merchant shall be liable to the Carrier for deadfreight and/or any overtime charges, losses, costs and expenses incurred by the Carrier. (e) The Merchant or his Agent shall take delivery of the goods as fast as the Vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the goods the Carrier's discharging of the goods shall be deemed fulfillment of the contract of carriage. Should the goods not be applied for within a reasonable time, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the goods as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier. (f) The Merchant shall accept his reasonable proportion of unidentified loose goods.

9. Freight, Charges, Costs, Expenses, Duties, Taxes and Fines. (a) Freight, whether paid or not, shall be considered as fully earned upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this Contract are payable by the Merchant to the Carrier on demand. Interest at Libor (or its successor) plus 2 per cent. shall run from fourteen days after the date when freight and charges are payable. (b) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose goods and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the goods for any of the aforementioned reasons. (c) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel. (d) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or goods may incur through non-observance of Customs House and/or import or export regulations. (e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the goods inspected and its contents, weight, measurement or value verified.

10. Lien. The Carrier shall have a lien on all goods for any amount due under this contract and the costs of recovering the same and shall be

entitled to sell the goods privately or by auction to satisfy any such claims.

11. General Average and Salvage. General Average shall be adjusted, stated and settled in London according to the York-Antwerp Rules 1924, or any modification thereof, in respect of all goods, whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

12. Both-to-Blame Collision Clause. If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the goods paid or payable by the other or non-carrying vessel or her Owner to the owner of the goods and self-occupied or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

13. Government directions, War, Epidemics, Ice, Strikes, etc. (a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this Contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations. (b) Should it appear that the performance of the carriage would expose the Vessel or any goods onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the goods at the Port of loading or any other safe and convenient port. (c) Should it appear that epidemics; quarantine; ice; labour troubles, labour obstructions, strikes, lockouts (whether onboard or on shore); difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safely and without unreasonable delay, the Master may discharge the goods at the Port of loading or any other safe and convenient port. (d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfillment of the contract of carriage. (e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

14. Defences and Limits of Liability for the Carrier, Servants and Agents. (a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this Contract of carriage for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or de-fault on his part while acting in the course of or in connection with his employment. (b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid. (c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof. (d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such per-sons shall to this extent be or be deemed to be parties to this Contract of carriage.

15. Stowage. (a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods. (b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

16. Shipper-Packed Containers, trailers, transportable tanks, flats and pallets. (a) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by: (i) negligent filling, packing or stowing of the container; (ii) the contents being unsuitable for carriage in container; or (iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed or stowed. (b) The provisions of sub-clause (i) of this Clause also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier. (c) The Carrier does not accept liability for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

17. Return of Containers. (a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere. (b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

ADDITIONAL CLAUSES

(To be added if required in the contemplated trade)

A. Dangerous Goods. (a) No Goods which are or may become dangerous, inflammable or damaging (including radio-active materials), or which are or may become liable to damage any property

whatsoever, shall be tendered to the Carrier for Carriage without its express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are liable or deemed liable to become of dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight. (b) The Merchant undertakes to provide the Carrier with all accurate and up to date detailed information related to the nature, dangerousness, and stowage, storage and transportation of such Goods and that such Goods are packed stowed and stuffed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage. (c) Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods. (d) Nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

B. Perishable Goods. (a) Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way and the Carrier shall in no event be held liable for any loss or damage to and or deterioration of Goods. (b) The Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the Goods have been pre-chilled before the loading into the Container.

C. Motors Vehicles. (a) Merchant is fully responsible for preparing such Cargo for transport. All loose parts, fragile or protruding accessories, low hanging spoilers, antennas, after market installed accessories inside/outside vehicle, etc., must be removed and/or properly secured. The Carrier only receives motor vehicles and do not guarantee any accessories of the vehicles. (b) Any part of the vehicle that falls off during transport is the Merchant responsibility including damages caused to any other vehicles involved including their own. Merchant releases any claims for damages that are caused by Merchant's failure to fulfill these obligations. (c) The Carrier will not be liable for any mechanical functions, frame, exhaust assembly alignment, transmission, suspension, drive trains or tuning of the engine, damages under carriage. (d) The Merchant shall provide alternate contacts in case of delay for whatever reason at either pickup or delivery. The Merchant shall designate a person to act as their agent at the point of pickup and/or delivery if for any reason they are unavailable. The Carrier will not be responsible for low charges, storage area charges, or re-delivery charges incurred due to Merchant's inability to provide alternate contacts.

D. Iron and Steel Cargo. (a) In case of the iron, steel and metal cargo which are, at the time of the shipment, in ordinary external condition of rust, corrosion, oxidation, moisture, scratch, dent or bend, the term "apparent good order and condition" on the face hereof does not mean any admission or representation by the Carrier as to the absence of such ordinary rust, corrosion, oxidation, moisture, scratch, dent or bend and the Carrier shall not be liable to the Merchant (including the holder of this Bill of Lading in good faith) for such ordinary disorder. (b) In case of iron and steel, angles, bars, channels, etc. shipped loose or in bundles, the Carrier shall not be responsible for correct delivery, and all expenses incurred at the port of discharge consequent upon insufficient securing or marking shall be paid by the Merchant unless; (i) every piece is distinctly and permanently marked with oil paint; (ii) every bundle is securely fastened, distinctly and permanently marked with oil-paint and metal-tagged, so that each piece or bundle can be distinguished at the port of discharge.

E. Lumber and Timber. (a) In case of the lumber, timber and products thereof which are, at the time of shipment, in the ordinary external condition of chafage, breakage, hook holes, split, broken pieces, stain, warps, shakes and/or discoloration, the term "apparent good order and condition" on the face hereof does not mean any admission and representation by the Carrier as to the absence of such ordinary chafage, breakage, hook holes, split, broken pieces, stain, warps, shakes and/or discoloration and the Carrier shall not be liable for such ordinary disorder. (b) In case of insect damage to the lumber, timber and products thereof, the Carrier shall not be liable unless the Merchant proves that such Cargo has been properly fumigated before the shipment and gives notice in writing to the Carrier need of fumigation of the cargo holds of the vessel before the shipment.

F. Live Animals. Live Animals are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay, loss or destruction arising. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.

G. Non Vessel Operating Common Carrier (NVOCC). If the Merchant is a Non Vessel Operating Common Carrier (NVOCC), and has issued, or intends to issue, other contracts of Carriage to third parties covering the Goods, or part of the Goods, transported by this Bill of Lading, said NVOCC hereby warrants and guarantee that all contracts of Carriage issued by him in respect of the Goods under this Bill of Lading shall incorporate the Terms and Conditions of this Bill of Lading. Should the said NVOCC fail to incorporate those Terms and Conditions, the NVOCC shall indemnify the Carrier, its servants, agents and Sub-Contractors against all resulting consequences.

H. Liability. As per the provisions of the Algerian Maritime Code (Art. 805), the liability of the Carrier shall in no case exceed the CIF of the goods shipped hereunder provided it does not exceed 10 000 units of account per package or 30 units of account per kilogram of gross weight.