

1. DEFINITIONS

"Carrier" means Sofrana Unilines (N.Z.) Ltd on whose behalf this Bill of Lading has been signed

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person.

"Holder" means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Goods" means the whole or any part of the cargo received from the Shipper and includes any container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, or any similar article used to consolidate goods.

"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods.

"Combined Transport" arises when the Place of Acceptance and/or Place of Delivery are indicated on the face hereof.

"Port to Port Shipment" arises if the Carriage called for by this Bill of Lading is not Combined Transport.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Hague Rules" means the Provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924, and includes the amendments to the Protocol signed at Brussels on 23rd February, 1968, but only if such amendments are compulsorily applicable to this Bill of Lading. If the Port of Loading is a New Zealand port "Hague Rules" means the New Zealand Sea Carriage of Goods Act 1940 or subsequent amendment to that Act.

2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

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

4. SUB-CONTRACTING AND INDEMNITY

The Carrier shall be entitled to sub-contract, on any terms, the whole or any part of the operations and services undertaken by the Carrier in relation to the Goods.

The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any of them or any vessel owned by any of them, any liability whatsoever in connection with the Goods, whether or not arising or not arising out of negligence on the part of any of them, and, if any such claim or allegation should nevertheless be made, to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant agent and sub-contractor shall have the benefit of all provisions, herein benefiting the Carrier as if such provisions were expressly for their benefit, and entering into the contract, the Carrier, to the extent of those provisions, does so not only on his own behalf but also as agent and trustee for such servants, agents and sub-contractors. The expression 'sub-contractor' in this Clause shall include direct and indirect sub-contractors and their respective servants and agents.

The Merchant shall defend, indemnify and hold harmless, the Carrier, against any claim or liability (and any expenses arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under the Bill of Lading.

5. CARRIER'S RESPONSIBILITY

Port to Port Shipment

If the Carriage called for by this Bill of Lading is a Port-to-Port Shipment, the liability (if any) of the Carrier for loss or damage to the Goods occurring from and during loading onto any seagoing vessel or from another seagoing vessel onto which the Goods have been transhipped shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to the Bill of Lading, or in any other case in accordance with the Hague Rules.

Notwithstanding the above, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises prior to loading onto or subsequent to discharge from the vessel.

6. CARRIER'S RESPONSIBILITY

Combined Transport

If the Carriage called for by this Bill of Lading is Combined Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below:

(1) If the stage of Carriage where loss or damage occurred is not known

(a) *Exclusions*

If the stage of Carriage where the loss or damage occurred is not known, the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

(i) an act or omission of the Merchant.

(ii) insufficiency of or defective condition of packing or marking.

(iii) handling, loading, stowage, or unloading of the Goods by or on behalf of the Merchant.

(iv) inherent vice of the Goods.

(v) strike, lock-out, stoppage or restraint of labour.

(vi) a nuclear incident

(vii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(b) *Burden of Proof*

The burden of proof that the loss or damage was due to one or more of the causes or events specified in sub clause 6(1)(a) shall rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of this case, the loss or damage could be attributed to one or more of the causes or events specified in sub-clause 6(1)(a)(ii), (iii) or (iv), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(c) *Limitation of Liability*

Except as provided in sub-clause 7(3), total compensation shall in no circumstances whatsoever and howsoever arising, exceed US\$2.50 per kilo of the gross weight of the Goods lost or damaged.

(2) If the stage of Carriage where the loss or damage occurred is known.

Notwithstanding anything provided for in sub-clause 6(1) and subject to Clauses 15 and 16 if it is known during which stage of Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention or national law which provisions

(i) cannot be departed from by private contract to the detriment of the Merchant; and

(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage 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; or

(b) if no international convention or national law would apply by virtue of sub-clause 5(2)(a), by the Hague Rules if the loss or damage is known to have occurred at sea or on inland waterways: or

(c) by the provisions of sub-clause 6(1). If the provisions of sub-clause 6(2)(a) and (b) do not apply.

For the purposes of sub-clause 6(2), references in the Hague Rules to carriage by sea shall be deemed to include references to carriage by inland waterways and the Hague Rules shall be construed accordingly.

(3) If the Place of Receipt is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the vessel. If the place of delivery is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods howsoever occurring, when such loss or damage arises subsequent to discharge from the vessel.

(4) *Notice of Loss or Damage*

The Carrier shall be deemed prima facie to have delivered the goods as described in this Bill of Lading unless notice of loss or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the Place of Delivery (or the Port of Discharge if no Place of Delivery is name on the face hereof) before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or, if the loss or damage is not apparent, within three working days thereafter.

(5) *Time-bar*

The carrier shall be discharged of all liability unless suit is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered.

7. CARRIER'S RESPONSIBILITY GENERAL

(Applicable to both Port to Port Shipment and Combined Transport)

(1) *Basis of Compensation*

Compensation shall be calculated by reference to the value of the Goods at the place and time they were delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Carrier's liability for loss of, or damage to, the Goods, the sound value of the Goods is agreed to be the invoice value plus freight and insurance if paid.

(2) *Hague Rules Limitation*

Whenever Hague Rules are applicable, otherwise than by national law, in determining the liability of the Carrier, the liability shall in no event exceed NZ\$200 per package or unit.

(3) *Ad Valorem*

The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that high compensation than that provided above may not be claimed, unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of Carriage is stated on this Bill of Lading and extra Freight paid, if required. In that case, the amount of the declared value shall be substituted for the limits laid down herein. Any partial loss of damage shall be adjusted pro rata on the basis of such declared value.

(4) *Delay*

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge of Place of Delivery at any particular time or meet any particular market or use, and the Carrier shall in no circumstances whatsoever and howsoever arising, be liable for direct, indirect or consequential loss or damage caused by delay.

(5) *Scope of Application*

(a) The terms of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of any Container to the Merchant, not only during the Carriage, but also during the periods prior to and/or subsequent to the Carriage.

(b) The exemptions from liability, defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage, or delay arose as a results of negligence.

(c) Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage.

8. SHIPPER-PACKED CONTAINERS

If a container has not been packed by or on behalf of the Carrier

(1) The Carrier shall not be liable for loss or damage to the goods caused by:

- (a) the manner in which the Container has been packed or
 - (b) the unsuitability of the Goods for Carriage in the Container supplied, or
 - (c) the unsuitability or defective condition of the Container, provided that if the Container has been supplied by or on behalf of the Carrier this unsuitability or defective condition could have been apparent upon inspection by the Merchant, at or prior to the time when the Container was packed.
- (2) The Merchant shall indemnify the Carrier against any loss, damage, liability or expenses whatsoever and howsoever arising, caused by one or more of the matters referred to in sub-clause 8(1), save that where the loss, damage, liability or expense was caused by a matter referred to in sub-clause 8(1)(c) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the proviso referred to in that sub-clause applies.

9. INSPECTION OF GOODS

The Carrier or any person to whom the Carrier has sub-contracted the Carriage or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

10. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant take any measure(s) and/or incur any additional expense to carry or to continue the Carriage thereof, and/or abandon the Carriage and/or store the same ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

11. MERCHANT'S RESPONSIBILITY

The Merchant warrants to the Carrier that the particulars relating to the Goods set out on the face of the Bill of Lading have been checked by the Merchant on receipt of the Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.

The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in, or inadequacy of, such particulars.

12. FREIGHT AND CHARGES

- (1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
- (2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.
- (3) The Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier may, at any time, open any Container or other package or unit in order to reweigh, remeasure or revalue the contents, and if the particulars furnished are incorrect, it is agreed that a sum equal to either five times the difference between the correct Freight and the Freight charged or to double the correct Freight, less the Freight charged, whichever sum is smaller, shall be payable as liquidated damages to the Carrier.
- (4) Freight and liquidated damages under sub-clause (3) of this Clause may be recovered by the Carrier from any person falling within the definition of 'Merchant' in Clause 1.

13. LIEN

- (1) The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant under the Contract or any previous 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. If, on sale of the Goods, the proceeds fail to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Merchant.
- (2) If the Goods are unclaimed during reasonable time whenever, in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and without notice to the Merchant and without prejudice to any other rights which he may have thereunder and without any responsibility attaching to him, sell, abandon, or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

14. OPTIONAL STOWAGE AND DECK CARGO

- (1) The Goods may be packed by the Carrier in Containers.
- (2) Goods packed in Containers and uncontainerable Goods may be carried on deck or under deck without notice to the Merchant. All such Goods (other than live animals) whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules and shall be carried subject to those Rules.
- (3) Notwithstanding sub-clause 14(2) in the case of Goods which are stated on the face hereof as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage, or delay, howsoever arising.

15. LIVE ANIMALS

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising. In the event of the Master in his sole discretion considering that any live animal is likely to be injurious to any other live animal or any person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the voyage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. 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.

16. REFRIGERATED CARGO

- (1) The Merchant undertakes not to tender for carriage any Goods which require refrigeration without previously giving written notice of their nature and particular temperature range to be maintained at, and in the case of a refrigerated Container packed by the Merchant, further undertakes that the Goods have been properly stowed in the Container, and that its thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss or damage to the Goods howsoever arising.

(2) The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant insulation, and of any apparatus of the Container, vessel, conveyance and any other facilities, provided that the Carrier shall before, or at the beginning of the carriage, exercise due diligence to maintain the refrigerated Container in an efficient state.

17. METHODS AND ROUTES OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant:

- (a) Use any means of transport or storage whatsoever,
- (b) Transfer or transship the Goods from one conveyance to another or carry the same on another vessel than that named on the face of the Bill of Lading or by any other means of transport whatsoever,
- (c) Unpack or remove the Goods which have been stowed into a Container and forward the same in a Container or otherwise.
- (d) Proceed by any route in his discretion (whether or not by the nearest or most direct or customary or advertised route) and proceed to or stay at, any place or port whatsoever once or more often and in any order,
- (e) Load or unload the Goods at any place or port (whether or not any such port is named on the face of the Bill of Lading as the Port of Loading or Port of Discharge) and store the Goods at any such place or port.
- (f) Comply with any orders or recommendations given by any government or authority or by any person or body, acting or purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on the conveyance employed by the Carrier, the right to give order or directions.
- (h) Permit the vessel to proceed with or without pilots.

(2) The liberties set out in sub-clause (1) above may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods including undergoing repairs, towing or being towed, adjusting instruments, dry-docking and assisting vessels in all situations, and anything done in accordance with sub-clause (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

(3) By tendering the Goods for Carriage without any written request for carriage in a specialised Container or for Carriage otherwise than in a Container, the Merchant accepts the Carriage may properly be undertaken in a general purpose container.

18. MATTERS AFFECTING PERFORMANCE

(1) If, at any time, the Carriage is or likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (other than the inability of the Goods or any part thereof safely or properly to be carried or to be carried further) howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time the contract was entered into or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the Carriage is commenced) may either:

- (a) Without notice to the Merchant, abandon the Carriage of the Goods and place the Goods or any part of them, at the Merchant's disposal, at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods accepted for Carriage, and the Merchant shall pay any additional costs of Carriage to, and delivery and storage at, such place or port, or
- (b) Without prejudice to the Carrier's right subsequently to abandon the Carriage under (a) above, upon notice to the Merchant, suspend Carriage of the Goods or any part of them and stow them ashore or afloat upon the terms of the Bill of Lading against payment of such reasonable additional charges as the Carrier may determine. The Carrier undertakes to use reasonable endeavours to forward the Goods, the Carriage of which has been suspended as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed but makes no representations as to the maximum period between such removal and the forwarding of the Goods to the Place of Delivery or Port of Discharge, as the case may be, named in the Bill of Lading.

19. DANGEROUS GOODS

No goods which are or may become, dangerous, inflammable or damaging (including radioactive material(s)) or which are or may become, liable to damage any property whatsoever, shall be tendered to the Carrier for Carriage without his express consent and without the Container, or other covering in which the Goods are to be transported, and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with any applicable laws, regulations or requirements. If any such articles are delivered to the Carrier without such written consent and marking or, if in the opinion of the Carrier, the articles are, or are liable to become of a dangerous, inflammable or damaging nature, the same 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.

(2) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during Carriage.

(3) 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 any kind of breach of the provisions of this Clause. Nothing contained in this Clause shall deprive the Carrier of any of his rights otherwise provided for.

20. REGULATIONS RELATING TO GOODS

The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient packing, marking, numbering or addressing of the Goods and shall indemnify the Carrier in respect thereof.

21. NOTIFICATION AND DELIVERY

(1) Any mention in the Bill of Lading of parties to be notified of the arrival of the Goods is solely for 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.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff. In the case where there has been made between the Carrier and the Merchant, the arrangement that the Merchant shall directly take delivery of the Goods from alongside or on board a sea-going vessel at the Port of Discharge, the Merchant shall do so as soon as the vessel is ready to discharge them at any wharf or place in that port on any day and at any time.

(3) If the Merchant fails to take delivery of the Goods or any part of them in accordance with sub-clause (2) above, the Carrier may, without notice, un-stow the Goods or that part thereof and/or store the same ashore or afloat, in the open or under cover. Such storage shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of such Goods shall cease.

(4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in the Bill of Lading.

22. SPECIAL DELIVERY

(1) The special arrangements for receiving the Goods as Full Container Load and delivering them as Less than Container Load (FCL/ LCL) and/or for split delivery of the Goods to more than one receiver shall be undertaken by the Carrier at his absolute discretion and on the condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found, upon unpacking the Container. The Merchant shall be liable for an appropriate adjustment of Freight and shall pay any additional cost incurred, including storage.

(2) The special arrangements for receiving the Goods, as Less than Container Load and delivering them as Full Container Load (LCL/ FCL) shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage, or discrepancies of the Goods which are not apparent at the time of such delivery, provided that the Carrier shall have exercised ordinary care in packing the Container.

22. LIGHTERAGE

Any lightering in or off Ports of Loading or Ports of Discharge, to be at the sole risk and expense of the Merchant.

24. BOTH-TO-BLAME COLLISION

If the carrying vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default in the navigation of the management of the carrying vessel, the Merchant undertakes to pay the Carrier, or, if the Carrier is not the owner and is in possession of the carrying vessel, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying vessel, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying vessel against all loss or liability to the other non-carrying vessel or her owners insofar as such loss or liability represents loss or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or her owners or demise charterer or the Carrier. The foregoing provisions shall also apply if the owners, operators, 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, contact, stranding or other accident.

25. GENERAL AVERAGE

(1) In the event of an accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, due to negligence or not for which, or for the consequence of which, the Carrier is not responsible, by statute, or contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, 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.

(2) General average shall be adjusted according to the York/ Antwerp Rules of 1974 as amended 1990 or any subsequent modifications thereof, at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within 3 months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

If any general average credit balances due to Merchants are still unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the owner or disponent owner of the vessel, who will hold such credit balances pending application by the Merchants entitled therein.

(3) If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessels belonged to strangers.

26. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading unless such waiver or variation is in writing by the Carrier.

27. FIRE

Save as provided otherwise herein, the Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from fire occurring at any time, unless caused by the actual fault or privity of the Carrier.

28. DEMISE CLAUSE

If the vessel is not owned by, or chartered by, demise to the Carrier (as may be the case, notwithstanding anything that appears to the contrary) the Bill of Lading shall take effect only as a contract with the owner, or demise charterer as the case may be, as principal made through the agency of the Carrier which acts as agent only and shall be under no personal liability in respect thereof.

29. LAW AND JURISDICTION

Any claim or dispute arising under the Bill of Lading shall be determined by the courts of the country where the Carrier has its principal place of business and according to the law of those courts, or at the option of the Merchant, by the New Zealand courts according to New Zealand law.