4.2 The Merchant undertakes that no claim or allegation whether arising out of, or in connection with, the carriage of the Goods by the Carrier shall be made against the Carrier unless the claim or allegation should nevertheless be made, to indemnify the Carrier and its servants and agents against all consequences thereof.

7. AFFRAIR PROVISIONS

7.1 The carrier pays all goods from the continent of Africa, the responsibility of the carrier extends only from the place of discharge to the Terminal, and the carrier shall not be liable for any loss or damage sustained by the goods, which are lost, stolen, or otherwise destroyed prior to delivery.

8. COMPENSATION AND LIABILITY PROVISIONS

8.1 The Carrier shall not be liable for any loss or damage sustained by the Goods whether occurring during carriage or in respect of storage or any other act or omission on its part.

8.2.1.1 (a) If it is for the extent the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable, the Carrier hereby waives the benefit of any limitation of liability otherwise available under any applicable international convention, national law, regulation or practice, or under any other contract and this Bill of Lading shall be construed together. This agreement is entered into by the Carrier in apparent good order and condition, except as otherwise stated.

8.2.2.1 (a) If it is for the extent the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable, the Carrier hereby waives the benefit of any limitation of liability otherwise available under any applicable international convention, national law, regulation or practice, or under any other contract and this Bill of Lading shall be construed together. This agreement is entered into by the Carrier in apparent good order and condition, except as otherwise stated.

8.3. Surgery, heating, insulation

8.4. The Merchant also warrants that the Goods and/or Merchant-packeted Containers are lawful Goods, contain no contraband, drugs, or other illegal substances or stowaways, and that any hazardous or environmental safety requirements are complied with.

9. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

9.2. If a Container has not been packed by or on behalf of the Carrier:

9.3. The Merchant is responsible for the packing and sealing of all goods carried and shall indemnify the Carrier against all loss or liability to the other or non-contracting party for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.

10. MERCHANT-PACKED CONTAINERS

10.1.4. The Merchant shall be prima facie evidence of its being sound and suitable for use.

10.2. If a Container has not been packed by or on behalf of the Carrier:

11. METHODS AND ROUTES OF CARRIAGE

11.1. Any mention in this Bill of Lading of parties to be notified of the carriage shall be in lieu of delivery to the Merchant at the Port of Loading or Port of Discharge.

11.2. Any mention in this Bill of Lading of parties to be notified of the carriage shall be in lieu of delivery to the Merchant at the Port of Loading or Port of Discharge.

12. MERCHANT-PACKED CONTAINERS

12.1. The Merchant shall not be liable for loss of or damage to the Goods notwithstanding anything to the contrary in this Bill of Lading if suit is not commenced within one (1) year after delivery of the Goods by the Carrier to the customs or port authorities.

12.2. The Merchant shall not be liable for loss of or damage to the Goods notwithstanding anything to the contrary in this Bill of Lading if suit is not commenced within one (1) year after delivery of the Goods by the Carrier to the customs or port authorities.

13. REFRIGERATION, HEATING, INSULATION

13.2. The Carrier makes no representations as to the maximum period of suspension; or

14. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

14.1. The Merchant shall not be liable for the inspection of the goods and/or Merchant-packeted Containers to the extent that they are compulsorily applicable.

14.2. The Merchant shall not be liable for the inspection of the goods and/or Merchant-packeted Containers to the extent that they are compulsorily applicable.

15.4. The Merchant also warrants that the Goods and/or Merchant-packeted Containers are lawful Goods, contain no contraband, drugs, or other illegal substances or stowaways, and that any hazardous or environmental safety requirements are complied with.

15.5. The Merchant also warrants that the Goods and/or Merchant-packeted Containers are lawful Goods, contain no contraband, drugs, or other illegal substances or stowaways, and that any hazardous or environmental safety requirements are complied with.

16.1. Any mention in this Bill of Lading of parties to be notified of the carriage shall be in lieu of delivery to the Merchant at the Port of Loading or Port of Discharge.

16.2. Any mention in this Bill of Lading of parties to be notified of the carriage shall be in lieu of delivery to the Merchant at the Port of Loading or Port of Discharge.

17. FREIGHT AND CHARGES

17.1. Freight is payable by the Merchant, the Carrier shall take no account of any reduction or discount allowed by the Carrier in respect of the carriage.

17.2. Freight is payable by the Merchant, the Carrier shall take no account of any reduction or discount allowed by the Carrier in respect of the carriage.

18.1. If no specific provisions are made in the Bill of Lading the goods shall be charged at the same rate as goods of like description and nature or at such rate as may be the normal rate in the market at the time the Goods are in the Carrier's custody.