The Bill of Lading shall be subject to the COGSA if Carriage takes place to from or through a port in the United States of America which terms shall be incorporated herein and shall also apply to carriage within the United States of America.

5. SUB-CONTRACTING

The Carrier shall in no way and manner be liable for any loss, damage or delay to the Goods or for any event or circumstance beyond its control, whether or not the said Goods are subsequently Carried or not, or for any act of God, public enemies, hostilities or warlike activities, or any civil commotion or riot or any act, omission or neglect of any public authority or any act of or on the part of any person or vessel (other than the Merchant) referred to in Clause 5(2) above caused by the Merchant or any person acting on his behalf or for which the Carrier is not liable.

13. PERISHABLE CARGO

The Carrier guarantees that in Carriage of perishable cargo, it shall take all reasonable measures to ensure that the Goods are not delivered in or to a container yard or cargo berth in or immediately adjacent to the sea during the Carriage and that the Goods are not otherwise contraband, explosives, munitions or warlike stores and shall not sail armed or unarmed.

24. PARTIAL INVALIDITY

If any provision of this Bill of Lading or of any related contract is held illegal, invalid or unenforceable, then such provision and any other provisions of the contract affected thereby shall be deemed separated and all other provisions of this contract shall continue to have effect as if such provisions were not contained herein.

20. END-OF-ROUTE BLAME

In the event that the Carrier is unable to complete Carriage to the Place of Delivery as provided for in this Bill of Lading then the Carrier shall be relieved of all liability therefor and shall have no responsibility or liability for loss of or damage to the Goods in transit or at any such point of deposit of the Goods in transit or at any such point of deposit of the Goods or at any such point of deposit of the Goods or until the Goods have been cleared for delivery.

11. DANGEROUS GOODS

The Carrier shall be liable only for the losses or damage arising from the actual negligence of the Carrier or the Carrier’s representatives, employees, agents or sub-contractors, and shall not be liable for any losses or damage arising from the negligence of the Merchant, his agents, his employees, or other persons acting on his behalf.

8. LIABILITY OF THE CARRIER TO THE MERCHANT

If any provision of this Bill of Lading or of any related contract is held illegal, invalid or unenforceable, then such provision and any other provisions of the contract affected thereby shall be deemed separated and all other provisions of this contract shall continue to have effect as if such provisions were not contained herein.

4. terminals or any other point within the limits stated in the Bill of Lading. The Carrier shall not be liable for any loss or damage arising from the failure of the Goods to be Carried in accordance with the Carriage contract or any other contract or agreement or order or instruction, resulting in any hazard to the Goods or the Carrier or any other person, or in any collision with any vessel or other property, or in any delay in delivery of the Goods.

The Carrier shall be liable only for the losses or damage arising from the actual negligence of the Carrier or the Carrier’s representatives, employees, agents or sub-contractors, and shall not be liable for any losses or damage arising from the negligence of the Merchant, his agents, his employees, or other persons acting on his behalf.

The Carrier shall be liable only for the losses or damage arising from the actual negligence of the Carrier or the Carrier’s representatives, employees, agents or sub-contractors, and shall not be liable for any losses or damage arising from the negligence of the Merchant, his agents, his employees, or other persons acting on his behalf.