

BILL OF LADING - TERMS AND CONDITIONS

1. DEFINITIONS
"Carrier" means the whole or part of the operations and services undertaken or performed by the Carrier in respect of the goods covered by this Bill of Lading.
"Carrier" means the company stated on the front of this Bill of Lading as providing the Carrier and on whose behalf this Bill of Lading has been issued.
"Charges" includes freight and all expenses and money obligations payable to the Carrier in accordance with the applicable rates of the relevant tariff or other published rates as applicable to the goods and the route of carriage.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936, as amended.
"Multimodal Transport" carries the Carriage under this Bill of Lading is not a Port to Port Shipment.
"Person" includes any individual, partnership, a body corporate or other entity.
"Holders" means any Person being in possession of this Bill of Lading to or in their rights of sub-carrier and/or liability under this Bill of Lading.
"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons, all of whom shall be also agent or trustee for such Persons and shall be deemed to be agent for all purposes of this Bill of Lading and for the fulfilment of all and any Merchant's undertakings or obligations as defined in this Bill of Lading.
"Person" includes an individual, partnership, a body corporate or other entity.
"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not refer in the nomination of the Place of Receipt or the Place of Delivery to any place or port within the area of the port so nominated.
"Package or Shipping Unit" includes freight and the term "unit" as used in the Hague Rules and Hague-Visby Rules.
"Packaging" includes packed, consolidated, packed, loaded or secured.
"Sub-Contractors" includes the owners, charterers and operators of any Vessel, stevedores, terminal operators, forwarders, groupage operators, consolidators, warehouse operators, road, rail and air transport operators, and other independent contractors employed by the Carrier in carrying out or performing any of the operations or services specified in this Bill of Lading or the Carrier's obligations hereunder, and including sub-contractors of any degree.
"Vessel" means any waterborne craft used in the Carriage under this Bill of Lading which may be a feeder vessel, an ocean vessel or an inland navigational vessel.
"Terms and Conditions" means all terms, legends, provisions, conditions, exceptions, limitations and liberties hereto.

2. CARRIER'S TARIFF
The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier on request upon payment, where applicable, of the applicable tariff. The Carrier has not been found to be in the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

3. WARRANTY
In agreeing to these Terms and Conditions, the Merchant warrants that he is, or has the authority to contract on behalf of, the Person owning or entitled to the possession of the Goods and this Bill of Lading or any person who has a present or future interest in the Goods and this Bill of Lading, and is therefore liable for any and all Charges and Duties in connection with the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS
This Bill of Lading is negotiable unless made out to "order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
4.2. This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
5.1. The Carrier shall be entitled to sub-contrast on any Terms the whole or part of the Carriage.
5.2. 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 charterers, agents, sub-charterers, stevedores, terminal operators, forwarders, groupage operators, consolidators, warehouse operators, road, rail and air transport operators, and other independent contractors, and all others by whom the whole or part of the Carriage, whether direct or indirectly, is procured, performed, ordered, undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or Carriage, and if any claim or allegation is made, the Carrier shall be held to be discharged from all and any liability against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly to his benefit and in entering into this contract the Merchant agrees to indemnify the Carrier for any and all claims, damages, losses, expenses, costs, interest, and other charges and such Persons and Vessels shall to this extent be and to be deemed to be parties to this contract.
5.3. The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) from the Carriage of the Goods under such conditions of liability covering the Carrier's liability under this Bill of Lading.
5.4. The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in Tort.

6. CARRIER'S RESPONSIBILITY
6.1. Clause Paramount
6.1.1. Carriage under this Bill of Lading shall have the effect of any legislation enacted in any country making the Hague or Hague-Visby Rules compulsorily applicable and the absence of any legislation, in accordance with the Hague-Visby Rules or US COGSA (in the case of Carriage to or from the United States of America).
6.1.2. With exception of clause 7.1.9 any Terms of this Bill of Lading are held paramount to the Hague Rules, Hague-Visby Rules, US COGSA or any other compulsory applicable legislation then in force and shall be null and void notwithstanding the remaining provisions hereof.
6.1.3. References in the Hague-Visby or US COGSA, to carriage by sea shall be deemed to include references to inland navigational or waterborne carriage.

6.2. Port-to-Port Shipment
6.2.1. Where loss or damage has occurred between the time of loading of the Goods at the Port of Loading and the time of discharge by the Carrier at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague-Visby Rules or US COGSA, as such may be compulsorily applicable.
6.2.2. The Carrier shall not be responsible for any fault of his personnel and of the Vessel's Crew in cases of damage or loss except in so far as the loss or damage is caused by the negligence or derelict of the Carrier or his servants or agents, and all others by whom the whole or part of the Carriage, whether direct or indirectly, is procured, performed, ordered, undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or Carriage, and if any claim or allegation is made, the Carrier shall be held to be discharged from all and any liability against all consequences thereof. Without prejudice to the foregoing every such Person and Vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly to his benefit and in entering into this contract the Merchant agrees to indemnify the Carrier for any and all claims, damages, losses, expenses, costs, interest, and other charges and such Persons and Vessels shall to this extent be and to be deemed to be parties to this contract.
6.2.3. The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) from the Carriage of the Goods under such conditions of liability covering the Carrier's liability under this Bill of Lading.
6.2.4. The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be founded in Contract or in Tort.
6.2.5. Unless notice of loss or damage be given in writing to the Carrier or his agent at the Port of Discharge before or at the time of the removal of the Goods into the custody of the person to be held responsible under the contract of Carriage, or if the loss or damage is not apparent, within three(3) consecutive days, such removal shall be prima facie evidence of the delivery by the Carrier as described in this Bill of Lading and any such acts or omissions which may have occurred to the Goods shall be deemed to be due to circumstances which the Carrier is not responsible for.
6.2.6. Compensation shall be calculated by reference to the value of the Goods at the place and the time they are delivered to the Carrier, or at the place and the 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.
6.2.7. In the event that the Bill of Lading covers a shipment from or to the USA US COGSA shall apply. US COGSA shall also be applicable before the Goods are loaded on or after they are discharged from the vessel in the USA.

6.3. Multimodal Transport
6.3.1. Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in its own name to procure performance of the Transport from the Place of Receipt of the Port of Loading whichever is applicable, to the Port of Discharge or the Place of Delivery whichever is applicable. The Carrier shall be under no liability whatsoever for loss or damage to the Goods occurring before or after the applicable stage of the Carriage, whether direct or indirect, or damage occurring from the time that the Goods are taken into its charge until the time of delivery only to the extent provided below.
6.3.2. The stage of Carriage where the loss or damage occurred is known, the Carrier's liability shall be determined as follows:
(a) in the provisions contained in an international convention or national law, which provisions cannot be departed from by private contract to the detriment of the Merchant, or which would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage where the loss or damage occurred; or
(b) in the international law, or national law, or other law, which would have applied if the Merchant had made a separate and direct contract with the Carrier exceeding 2 SDRs per kilogram of the gross weight of the goods lost or damaged, or US \$ 500 per Package or Shipping Unit, then the liability of the Carrier shall in no event exceed US \$ 500 per Package or Shipping Unit or 2 SDRs per kilogram of the gross weight of the goods lost or damaged, whichever is lesser; or
(c) if it is established that loss or damage occurred during the port-to-port leg, the "Error in Navigation and Fire Defenses" as per Clause 6.2.3 applies.
(d) in the event that part of the Multimodal Transport is a shipment to or from the USA and the damage to loss of the Goods occurs at a time between the loading at the Port of Loading and the discharging at the Port of Discharge, US COGSA shall apply. US COGSA also applies before the Goods are loaded on or after they are discharged from the vessel in the USA.
(e) With respect to road, rail and inland navigational carriage, the Carrier's liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956; and during Carriage by air, the Convention on the Carriage of Goods by Air (Warsaw Convention), dated October 7, 1929, and during Carriage by sea, the Convention on the Carriage of Goods by Sea Act (COGSA), dated September 25, 1924.
6.3.3. The stage of Carriage where the loss or damage occurred is not known, the loss or damage shall be presumed to have occurred during the ocean voyage and shall in no event exceed the amount of the Carrier's liability under this Bill of Lading, except 2 SDRs per kilogram or gross weight of the Goods lost or damaged, or US \$ 500 or SDR 666.67 per Package or Shipping Unit, lost or damaged, or the value of such Goods, whichever is lesser.
(a) compensation shall be calculated by reference to the value of the Goods at the time they were delivered to the Carrier of Clause 6.2.3 applies.
(b) in the event that the law which is applicable to the stage 6.2.1 is not mandatory and provides for liability exceeding 2 SDRs per kilogram or gross weight of the Goods lost or damaged, or US \$ 500 per Package or Shipping Unit, then the maximum liability shall be 2 SDRs per kilogram of the gross weight of the goods lost or damaged, or US \$ 500 per Package or Shipping Unit or lost or damaged whichever is lesser; or
(c) if it is established that loss or damage occurred during the port-to-port leg, the "Error in Navigation and Fire Defenses" as per Clause 6.2.3 applies.

6.4. Subject to the applicable restrictions in statutory law and international conventions, the Carrier shall not be liable for damage caused by an error in navigating or handling the vessel, including errors caused by the arrangement of a group of tugs or barges.
6.5. Change of Destination by Merchant
In the event that the Merchant requests the Carrier to deliver the Goods at a port or place other than the Port of Discharge or the Place of Delivery indicated on the front of this Bill of Lading, the Carrier shall be deemed to have agreed to such request, such further Carriage will be undertaken on the basis that the Bill of Lading Terms and Conditions are to apply to such Carriage.

7. GENERAL PROVISIONS
7.1. Sundry Liability Provisions
7.1.1. Hague Rules/Hague-Visby Rules
7.1.2. US COGSA
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7.1.4. Package or Shipping Unit Limitation
Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted in accordance with clause 7.1.5 above, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
7.1.5. Ad Valorem
Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted in accordance with clause 7.1.5 above, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
7.1.6. Definitions of Package or Shipping Unit Limitation
(a) "Package or Shipping Unit" is the largest individual unit of partially or completely covered cargo stowed, packed, secured, lashed, braced, dunnaged, or otherwise secured in a Container including end-panels and other parts and secured and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Bill of Lading.
(b) "Package or Shipping Unit" also includes consolidated Goods and such Container is stuffed by the Carrier, the number of Packages or Shipping Units stated on the face of this Bill of Lading in the box provided shall be deemed the number of Packages or Shipping Units for the purpose of any limit of liability per Package or Shipping Unit provided in any international convention or national law relating to the carriage of Goods by sea.
(c) Except as aforesaid the Container shall be considered a Package or Shipping Unit. The words "Shipping Unit" shall mean each physical unit or piece of cargo not shipped in a Package, including articles or things of any description whatsoever except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges, the limitations applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.
(d) "Package or Shipping Unit" also includes consolidated Goods and such Container is stuffed by the Carrier, the number of Packages or Shipping Units stated on the face of this Bill of Lading in the box provided shall be deemed the number of Packages or Shipping Units for the purpose of any limit of liability per Package or Shipping Unit provided in any international convention or national law relating to the carriage of Goods by sea.
(e) Except as aforesaid the Container shall be considered a Package or Shipping Unit. The words "Shipping Unit" shall mean each physical unit or piece of cargo not shipped in a Package, including articles or things of any description whatsoever except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges, the limitations applicable thereto shall be the limitation provided in such convention or law which may be applicable, and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

7.1.7. Declaration of Value
(a) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(b) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(c) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(d) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(e) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(f) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(g) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(h) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(i) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(j) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(k) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(l) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(m) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(n) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(o) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(p) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(q) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(r) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(s) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(t) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(u) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(v) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(w) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(x) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(y) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(z) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
(aa) Where the Hague Rules, the Hague-Visby Rules, or any legislation making such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, the Carrier shall not, unless a declaration value has been noted, be liable for loss or damage to or in connection with the Goods in excess of the amount per Package or Shipping Unit in excess of the Package or Shipping Unit limitation set forth in such Rules or COGSA.
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