3. The Carrier shall be under no liability whatsoever for loss of or damage to the Goods whichever occurs.

4. The terms and conditions of the Carrier's applicable Tariff are incorporated herein by reference and any direct or indirect sub-contractors, servants and independent Contractors "the Contractor" of the Carrier shall be deemed to be under no liability whatsoever for loss of or damage to the Goods whichever occurs.

5. All claims for loss of or damage to the Goods must be notified to the Carrier without delay and in any event not later than seven days after the date of discharge of the Goods from the Vessel, and if no such notification is given within such period or if the Goods shall be found to be short in weight or quantity or damaged when the Bills of Lading or other similar articles used to consolidate the Goods (hereinafter referred to as "the Bills of Lading") are presented to the Carrier, the carrier shall be deemed to have discharged all liability whatsoever in respect of such loss or damage unless suit is brought against the Carrier within 6 months from the date of discharge of the Goods from the Vessel, and discharge shall be deemed to have been completed when the Goods are discharged from the Vessel at the Port of Loading or of Discharge or at the Place of Receipt or of Delivery or as specified in the Carrier's Tariff. All claims for loss of or damage to the Goods must be supported by such evidence as the Carrier may reasonably require.

16. Freight and/or Fees and Expenses

16.1 The Carrier shall be entitled to collect from the Merchant all Freight and/or Charges in the applicable Tariff.

17. INJURIES TO PERSONS AND DAMAGE TO VESSELS

17.1 The Carrier shall not be liable for loss of or damage to the contents and equipment of the Container, or any other equipment or article brought onto the Vessel, unless such loss or damage is directly caused by negligence of the Carrier or by its servants or agents.

19.1 The Carrier shall be entitled to exercise his lien at any time and any place in his sole discretion, whether the Carriage is completed or not.

22.6 The Carrier may at his discretion deliver as substitute any surplus goods of similar kind or quality to the goods which are or may be lost or damaged and destroy or abandon any goods which in the opinion of the Carrier are likely to deteriorate, decay or become worthless, and the Carrier shall be entitled to dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat in a manner which the Carrier deems to be proper in any event, unless so instructed by the Merchant, in which case the lien of the Carrier shall extend no further than the hour of such instruction.

23. 25.1 No servant or agent of the Carrier shall have the power to waive or vary any condition or clause hereof without the consent of the Carrier in writing.

24. Safeguarding of Carriage

24.1 The Merchant shall be entitled to exercise his lien upon the Carriage under this clause 22.2 or 22.3, the Carrier is required to exercise his lien at any time and any place in his sole discretion, whether the Carriage is completed or not, unless so instructed by the Merchant, in which case the lien of the Carrier shall extend no further than the hour of such instruction.

25. NO INJURY TO PERSONS AND DAMAGE TO VESSELS

25.1 The Carrier shall be entitled to exercise his lien at any time and any place in his sole discretion, whether the Carriage is completed or not, unless so instructed by the Merchant, in which case the lien of the Carrier shall extend no further than the hour of such instruction.

26. LEGAL ACTION

26.1 The Carrier may, in respect of any claim or dispute arising out of or in connection with any Carriage under this TD, commence legal proceedings in any court or tribunals of competent jurisdiction in any country where the Carriage is carried, in any country to which the Carriage is delivered or from which the Carriage is despatched, or in any country in which any Goods are obtained, stowed, packed, received, sent, conveyed, detained or in respect of which any Goods are said to have been delivered, as the Carrier may elect.

27. COMPLAINT AND SETTLEMENT

27.1 Any claim arising out of or in connection with any Carriage under this TD shall be dealt with by the Carrier in accordance with the procedure set out in this clause 27, unless agreed otherwise in writing between the Carrier and the Merchant.

28.2 In order to avoid any inconvenience or dispute, the attention of all parties is drawn to the clause 27 which sets out the procedure to be adopted by the Carrier and the Merchant in any dispute arising out of or in connection with any Carriage under this TD, and it is agreed that this clause shall be binding on all parties to this TD.

29.2 The Carrier's Tariff, or any part thereof, or the Carriage under this TD shall not be deemed to modify, or vary or supersede, or in any way efface or derogate from the Carriage or the Carriers Tariff contained in this TD, and the provisions of this TD shall control all other terms and conditions of the Carriage or portion thereof, and all obligations, duties, conditions, rates, charges, penalties, payments and services contained in any Tariff, Rate List, Schedule, or similarly worded document or document, or part thereof, to the contrary notwithstanding.