

14- BILL OF LADING TERMS AND CONDITIONS

1- DEFINITIONS

- Carrier means the party specified as the carrier of the goods on the front page of this document.
- Merchant means the Contractor, the shipper, the buyer, or the consignee of the goods, or the holder or any assignee or endorsee of this bill of lading.
- Container: means any container, flat, open top, or open side container, or any tank or similar means of transportation meeting ISO standards and containing the goods, which can be transferred from any means of transportation to another, and which can be easily detached and removed from such means of transportation.
- Goods: means any and all cargoes defined on the front page of this bill of lading.
- Combined Transport: arises where the "Place of Receipt" of the Merchant's goods by the Carrier or the "Final Destination" of such goods are indicated on this bill of lading.
- Carrier: arises where the "Place of Receipt" of the Merchant's goods is not specified despite the indication of the "Port of Loading" and "Port of Destination" on this bill of lading.
- Subcontractor: covers the other independent contractors directly or indirectly assigned or contracted by the Carrier during performance of the Carriage.

2- PREVAILING PROVISION // PARAMOUNT CLAUSE

This bill of lading and the terms and conditions of the goods hereunder shall be exclusively governed by and subject to Turkish Laws; however, in cases where completely applicable, the relevant provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading, signed in Brussels on 25 August 1924 (hereinafter referred to as the "Hague Rules") as amended by the Protocol signed in Brussels on 23 of February 1968 (hereinafter referred to as the "Hague-Visby / Visby Rules") and enacted in the country of shipment shall apply to this contract. Neither the Hague Rules nor the Hague-Visby Rules shall apply where the goods carried hereunder are live animals or cargo which stated on the face hereof as being carried on deck and is so carried.

3- TRADE WITH THE USA CLAUSE

Without prejudice to the Prevailing Provision/Paramount Clause provided in Article 2, if the Port of Loading is the USA or the Port of Destination is the USA or the Goods hereunder shall be subject to COGSA or the Perurement Act, US, USG 89013(1999) and the Commerce Act, US, USG 89013(1999) and 897-302 provisions. Under no circumstances may the provisions of this Bill of Lading be construed as depriving the carrier of any rights, exemptions, privileges, immunities or limitations conferred on the Carrier under COGSA provisions or increasing any of the carrier's responsibilities and obligations. Notwithstanding any other provisions in this bill of lading to the contrary, for voyages to and from the United States, COGSA shall extend to the period before loading and after discharge. To the extent COGSA applies, and provided the Merchant has the opportunity to declare a higher value for the goods on the face of the bill of lading, and in return agrees to pay a higher freight rate per the Carrier's tariff, to the extent no such higher value is declared, the Carrier is entitled to limit its liability to USD 500.00 per package or customary freight unit for any loss or damage occurring while the goods are in the Carrier or its Subcontractor's possession, custody or control.

4- GOVERNING LAW AND JURISDICTION

Any and all claims and/or disputes arising under this bill of lading shall be governed by Turkish Law; and Istanbul Courts and Execution Offices shall have jurisdiction for settlement of any and all disputes.

5- CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable tariff are incorporated herein and constitute an integral part of the bill of lading. Copies of the relevant provisions of the applicable Carrier's tariff are obtainable from the Carrier or its agents upon request or from the Carrier's website (www.turkon.com). In case of inconsistency between this bill of lading and the tariff, the provisions of the bill of lading shall prevail.

6- HIMALAYA CLAUSE

It is hereby expressly agreed that the subcontractors, servants, employees or agents of the Carrier (including every independent contractor from time to time employed by the Carrier) shall to the extent permitted by law in any circumstances whatsoever be under any liability whatsoever to the Merchant, Shipper, consignee, owner of the Goods, or the Carrier acting as aforesaid and for the purpose of all of the foregoing provisions of this clause, the Carrier or its subcontractors, employees or agents of the Carrier shall be deemed to be acting as agent or trustee on behalf and for the benefit of all persons who are or might be his Subcontractors, servants, employees or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or deemed to be parties to the contract in or evidenced by this Bill of Lading.

7- MERCHANT'S LIABILITIES

- By agreeing to this bill of lading, the Merchant acknowledges, represents, and warrants that the Merchant or its authorized agent is the owner of the goods specified on the bill of lading or of the bill of lading in question; and that the details about the goods provided in the bill of lading are true and accurate.
 - The Merchant acknowledges and warrants that if the information that the Merchant is required to provide to the Carrier accurately, fully and completely is incomplete, incorrect or insufficient, the Merchant shall be responsible for all costs, losses or damages or any fine or penalties that may arise or result therefrom.
 - The Merchant shall comply with all applicable regulations or requirements of the ports, customs or any other authorities in the country of discharge or destination of the goods. The Merchant shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason of any failure to so comply with any incorrect or insufficient packaging, marking, numbering or addressing of the goods.
 - The Merchant is responsible for all costs that may be incurred due to the capture, seizure or detention of the goods specified in this bill of lading by the customs or any other authorities, even in cases not attributable to the Merchant's own act or fault, including reasonable attorney's fees incurred by the Carrier.
- The receipt of the Goods by the Carrier, the Carrier shall be deemed to have become entitled to the Freight, no matter whether it has been already paid, or whether the vessel is lost or not.

8- CARRIER'S RESPONSIBILITY FOR PORT-TO-PORT CARRIAGE/SHIPMENT

The Carrier's liability in respect of the goods shall start when the goods are accepted at the ocean vessel's rail at the port of loading and continue until the goods are discharged from the ocean vessel's rail at the port of discharge. The Carrier shall, in no circumstances whatsoever, be liable for any loss, damage or destruction of the goods, whether or not the Carrier's actual or constructive possession) however caused occurring before they are accepted at the ocean vessel's rail at the port of loading or after they are discharged at the ocean vessel's rail at the port of discharge, if, notwithstanding the Port-to-Port shipment, any competent Court decides that the Carrier is liable as principal Contractor for any pre-carriage, final carriage, inland carriage, inland storage or handling of goods; the provisions regarding the Carrier's liability shall be determined in accordance with the terms and provisions specified below (Multimodal Transport). The Carrier shall have no liability in respect of the carriage of live animals; and the Carrier may not be held liable for any responsibilities that may arise from carriage of live animals (destruction, disability, injury, epidemics, etc.). In addition, if any live animals carried concurrently are injurious to the ship's crew, 3rd persons and/or other cargo on board; and all liabilities related thereto shall solely rest with the Merchant.

9- CARRIER'S LIABILITY IN CASE OF COMBINED (MULTIMODAL) TRANSPORT

The Carrier's liability during carriage by sea shall be considered within the framework of the provisions regarding "port to port shipment" as specified herein (art. 7). If the Carrier has also undertaken the carriage of the cargo before the port of loading and after the port of discharge; the Carrier shall be responsible as a "Freight Forwarder", that is, a transportation organizer, only under art. 917 et seq. of the Turkish Commercial Code no. 6102; and it will not ever be responsible as the carrier even if the Carrier has personally received the entire freight. The Carrier's liability in this context covers only the selection of the mode and the means of transport, and the carriage of the goods and the packaging, storage, marking and customs clearance of such goods as excluded from the Carrier's service. The Carrier shall not be held liable for loss or damage occurring during the period when the goods are under the responsibility of the sub-contractor. In addition to the provisions of this Bill of Lading and the rules of applicable law, the Carrier shall also be entitled to rely on any and all rights, duties, immunities, exemptions and limitations which may be raised pursuant to CMR (Convention on the Contract for the International Carriage of Goods by Road), CIM (International Agreement on Railways Transports of Goods), COTIF (Convention on International Carriage by Rail) as well as the national and/or international regulations the country of carriage is a party to, providing that the provisions that are in favour of the Carrier shall be firstly applied. Notwithstanding any other provisions in this bill of lading to the contrary, for multimodal transportation of goods on voyages to and from the United States, COGSA's USD 500.00 per package or customary freight unit limitation of liability shall apply during each mode of transportation. With respect to the loss or damage occurring during the period when the goods are under the responsibility of the sub-contractor, the Carrier shall be deemed to have been released from its liability for any loss or damage occurring during the period when the goods are under the responsibility of the sub-contractor. The Merchant represents that it has agreed hereto in advance, no matter whether the Merchant is a party to the subcontract of carriage or not. If it cannot be proven when the loss or damage occurred; the loss or damage in question shall be deemed to have occurred outside the Carrier's period of responsibility. The Carrier shall in no circumstances whatsoever be responsible for any indirect loss or damages, however and wherever arising, or any incidental, special, exemplary or punitive damages of any kind or nature. Without prejudice to the provisions given above, the Carrier shall be responsible for loss or damage which is reasonably attributable to the issues items below:

- Compliance with the instruction and/or statements of the Merchant, or its agent or any of their representatives;
- A wrongful act or omission of the Merchant;
- Carriage of live animals;
- Carriage of dangerous goods by the Carrier and/or an agent acting for and on behalf of the Merchant; the Carrier shall not be liable for any loss or damage resulting from the loss or damage to the goods;
- Latent defect or condition of goods;
- Carriage of unlawful, hazardous or dangerous goods.

10- CONTAINERS

The Carrier shall be entitled, but is under no obligation, to open the Containers or any other similar means of transportation and/or packages the cargo has been stowed in and/or to inspect the contents of such Containers at any time desired without prior notice to the Merchant and in case of any suspicious situation in particular (notices sent by administrative authorities/3rd persons, failure to receive/deliver the goods at the port of discharge and/or loading, loading, unloading, transfer or retransfer of cargo and/or means of transportation). The Merchant agrees to the right of the Carrier to open the Containers in advance and authorizes the Carrier accordingly; and the Carrier shall not be held responsible for any loss or damages occurring to the goods due to this reason. This article does not create any obligation binding for and upon the Carrier; and the Carrier's failure to exercise this power shall under no circumstances render the Carrier responsible for the contents of any containers or similar means of transportation and/or packages that the cargo is stowed therein. The Carrier shall not be held liable for any loss or damage occurring during the period when the goods are under the responsibility of the sub-contractor or taking any measure in relation to the Container or the contents of the Container; the Carrier may abandon the transportation thereof or take the necessary measures and/or incur any reasonable additional expenses to carry or to continue the carriage or to store the same, ashore or afloat, in the open or under cover; and such storage shall constitute due delivery hereunder. If the Carrier incurs any additional costs and expenses in relation to such storage, the Merchant shall compensate such additional costs and expenses incurred by the Carrier. In case the containers are supplied by the Merchant or by the Carrier to the Merchant for the Merchant's use, the following conditions shall apply:

- The Merchant is obliged to inspect a Container before using it to make certain that it is clean, sound and suitable for the type of cargo loaded and is entitled to reject any Container not suitable for its purposes (before use).
- The Merchant is solely responsible for selection of the suitable container type; and the Carrier shall be under no liability whatsoever in case of any loss or damages that may result from such selection.
- The Carrier shall, under no circumstances, be liable for any direct and/or indirect loss or damages arising from the packaging of the goods and/or storage of goods in the container or the unsuitability of the goods for carriage in containers.
- The Carrier shall be liable for any loss or damage occurring to the goods in the container by the Merchant; the Carrier shall not be liable for any loss or damage to the goods or responsible for any loss or damage to the goods caused by the unsuitability or defective condition of the containers, unless it is proved that such unsuitability or condition is attributable to lack of due diligence on the part of the Carrier. The Receiver or the Consignee is responsible for returning the empty containers supplied by the Carrier in clean and sound condition and suitable for carriage of any kind of goods to the port of discharge or the place of delivery or any other place designated by the Carrier, within the prescribed time. If the Container is not returned within the time prescribed by the Carrier, the Merchant shall be liable for the demurrage costs and any other loss or damages resulting from the failure to return the container. The Carrier does not guarantee any particular container capacity and is not liable for any damages or delays attendant to the non-carriage of Merchant's containers presented at the loadport.

11- TEMPERATURE-CONTROLLED/ REFRIGERATED CARGO

The Carrier shall not undertake the transportation of any goods requiring temperature control for which any prior written notice has not been given in relation to the required temperature and/or the required transportation which has not been explicitly accepted by the Carrier in writing. In the case of absence of such a prior notice and/or acceptance, the relevant cargo shall be subject to ordinary container carriage; and the Carrier shall not be liable for any loss or damage that may result from this reason. If a temperature-controlled container will be used, the Merchant undertakes that the container has been properly pre-cooled for loading; and that the goods have been properly stuffed in the container and its thermostatic controls have been properly made before its delivery to the Carrier for transport. If the above requirements are not complied with, the Carrier shall not be liable for any loss or damage to the goods or responsible for any loss or damage to the goods caused by such non-compliance with the above requirements at a fixed level; and the Carrier shall in no way be obliged to carry out any repair work to maintain the efficient state of the containers. Similarly, the Carrier shall not be held responsible for the consequences such as the freezing or melting or deterioration of the cargo carried, etc. The Carrier shall be solely liable to enter the temperature of the cargo carried into the record book and shall not be held responsible for any other records. In addition, even in case of existence of the Carrier's liability to keep the container temperature at a fixed level, the Carrier shall in no way be held liable in case that any change of temperature occurs during the period when the container is not under the direct possession and responsibility of the Carrier (the container kept waiting in the port before or after the carriage, etc.).

12- OPTIONAL STOWAGE

The Goods may be packed by the Carrier in containers or similar articles of transport, and consolidated with other goods in containers as and when required. Unless it is mutually agreed in writing on the back of the bill of lading, the Carrier has the right to carry the Goods on the deck of the vessel, on the deck of the Shipper; and if the goods are to be carried as such, the Hague-Visby Rules 1968 shall apply and the goods shall contribute in general average. Except where the Carrier supplies the chassis, the Merchant is responsible to select the appropriate chassis in order to place the containers on the platform or freight wagons; and even if this is performed by the Carrier, the Merchant shall be deemed to have performed it on behalf of the Merchant as its employee or representative and in line with the Merchant's instruction.

13- TRANSFER OF MASTERSHIP

Whenever the Carrier or the Master may deem it advisable, or in any case, where the goods are consigned to a port where the vessel is not expected to discharge, the Carrier or Master may, without notice, transfer the whole or any part of the goods at the original port of loading (indicated on the bill of lading), or any other place or places even though outside the ordinary route of the voyage and forward the goods to the port of destination by any vessel or vessels or other means of transportation by water or by land or by air or by any such means, whether operated by the Carrier or by others. While making the arrangements for any transhipment or forwarding of any cargo to another vessel as specified above, the Carrier shall be considered responsible as the Freight Forwarder; and the Carrier shall not be held liable for any damage and/or delay occurring during such carriages. Here, the Carrier shall as the Freight Forwarder execute the bill of lading and the transhipment, etc. only for and on behalf of the Merchant. The Carrier shall be responsible for any additional costs and payments that will arise in case of forwarding of goods to a different means of transportation and the carriage of the goods as such within the framework of this article. The carriage works undertaken hereunder shall be performed subject to the terms and conditions specified in the shipping documents, contracts, freight notes, and the Bill of Lading used by the Carrier during such carriage; and the terms and conditions specified therein shall apply even though such terms may be less favourable to the Merchant than the terms and conditions specified in this Bill of Lading. However, notwithstanding any language in any other contracts of carriage to the contrary, the Carrier assumes no greater liability for loss or damage to the goods than is stated in this Bill of Lading. Pending or during transhipment, the goods may be stored ashore or afloat at the Merchant's cost and expense; and to the extent permitted by law the Carrier shall not be liable for loss or damage to the goods after discharge from the vessel, however such loss or damage arises, even during the period of the carriage of the goods under the control of the Carrier or its agent. The Carrier shall be liable for any loss or damage to the goods awaiting of the relevant vessel in relation to the transhipment of the cargo. The Carrier's liability related thereto shall be limited to the part of the transport performed by the Carrier on vessels owned by him; and to the extent permitted by law, the Carrier shall not be held responsible for any loss or damage arising during any stage of the transport, even though the freight for the whole transport has been collected by him.

14- DANGEROUS AND HAZARDOUS GOODS

The Merchant may not load any dangerous or hazardous nature or content and radioactive materials for shipment unless a written certificate of declaration has been previously submitted and the Carrier's prior written consent has been obtained in relation to their carriage. Goods, and if applicable, the containers, flat trailers, etc. shall be adequately packed as required; and this shall be explicitly stated in the certificate of declaration to be submitted. In addition, the technical name and class of the goods shall also be specified in the certificate of declaration. The Merchant must obtain the Carrier's special stowage order giving consent to shipment. The Merchant shall be liable for any and all loss or damage that may arise in cases where the Merchant delivers dangerous goods to the Carrier without obtaining the Carrier's prior explicit written consent as such, without completely performing the necessary packaging required by the national and internal legislation, or without attaching the necessary marking onto the packaging with respect to the dangerous nature of the goods as may be required by the national and international legislation. If, in the opinion of the Carrier, the goods are liable or deemed liable to become of a dangerous, hazardous, poisonous, inflammable or damaging nature; the Carrier shall be entitled to discharge from the vessel, or to destroy, abandon, dispose of, or render the relevant goods harmless at any place or at any time without any liability for compensation and without prejudice to the Carrier's right to freight. The Carrier acknowledges and represents that the Merchant is entirely responsible for the cases where the vessel or the Carrier or its agents incur any loss or damage due to the dangerous goods in question even if the Carrier has explicitly accepted to transport them or even if the dangerous nature of the goods has been unknown to the Merchant; and the Merchant irrevocably acknowledges, represents, and warrants to indemnify and compensate any such loss or damage likely to be incurred by the Carrier for this reason, even if such loss or damage is caused in whole or in part by the Carrier's negligence or other fault.

15- METHODS AND ROUTES OF CARRIAGE

The Carrier may proceed by any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to and stay at any port or place whatsoever located over the route. The vessel may return to the original port of loading by departing from the direct or customary route and prefer any channels, straits or any other waterways while doing so. The Carrier does not guarantee delivery dates or times. The vessel may call at any port as desired, whether scheduled or not, for its current voyage or previous or subsequent voyage, or omit calling at the same port more than once. The Carrier shall not be responsible for any delay or damage to the goods by the Merchant through delay of arrival of the goods. The Carrier may discharge the goods subject to carriage from the ship at any port or port destined (not matter whether it is the place of delivery or port of discharge), and load them to the same or another ship or store such goods at any place desired. The vessel may, for matters occurring before loading the goods with their contents known or unknown at the time of such loading or for matters occurring after such loading either with or without the goods or passengers on board, adjust compasses, be drydocked at any place, enter any berth for repair, undergo degassing, wiping or similar measures, make trial or test trips, take fuel or stores, embark or disembark passengers or crew, workmen or other persons, or employ pilots, deck hands or other crew, or employ any other third person, or attempt to save life or property; and anything done or not done in compliance with the above shall be deemed to be done or not done in fulfillment of the contractual conditions of such carriage.

16- FREIGHT AND CHARGES

Freight payable hereunder shall be calculated based on the particulars furnished by the Merchant to the Carrier in relation to the goods delivered. The Carrier is entitled to open and reweigh, or remeasure or revalue the goods at any time desired; and if the weight or measurement or value specified by the Merchant is found to be incorrect, the freight shall be paid by the Merchant over this excess weight or measurements or value so ascertained together with the expenses incurred to such reweighing or remeasuring or revaluing, and the costs and expenses of such remeasurement, reweighing or revaluing shall be considered as freight. The Merchant has irrevocably acknowledged and represented that the Merchant will, in addition to the undercalculated freight, pay a penalty that is two times the undercalculated freight if the freight has been overcalculated due to incorrect information provided by the Merchant. If the freight has been overcalculated based on the information provided by the Merchant, the Merchant is not entitled to request for a reduction in the freight amount so calculated. When the goods are received by the Carrier for shipment, the freight on the goods shall be deemed earned and be paid under any circumstances, no matter whether the goods and/or the vessel is lost or not lost, or including any carriage changed, delayed, blocked, suspended or abandoned. Any objection, reservation, hardship or dispute raised by the Carrier shall not affect the Carrier's entitlement to freight; and the freight shall not be subject to any deduction, setoff any other similar process under any circumstances. Interest shall accrue on any freight and additional charges remaining unpaid after due date of payment at the rate of 18.0% per annum, or the maximum permitted by law, whichever is more. In case that the carriage is carried out by a forwarding agent, broker or another company or third person other than Carrier or its authorized agent; the payment made by the Merchant to such person shall be deemed as the payment made to the Carrier; and the said forwarding agent shall be deemed as the Carrier or the exclusive agent of the Merchant. The Merchant shall comply with all of the regulations and requirements of the port, customs and other competent authorities; and shall be liable for any and all duties, taxes, fines, imposts, expenses, loss or damages of whatsoever nature imposed on or in connection with the goods. In the event that the goods do not comply with the terms and conditions of the customs or other regulations at the port of discharge and the entry of goods is refused by the port, customs or other competent authorities; the Carrier shall be entitled and authorized to bring back or reshipe such goods to the port of loading at the sole risk and expense of the Merchant. The Carrier shall be entitled to recover from the Merchant the costs arising from noncompliance of the goods with the aforementioned regulations or requirements, whether caused by negligence or other reasons, including all vessel-operational costs incurred. The Merchant shall further be liable to pay the demurrage charges that will be accrued on a daily basis in accordance with the tariff which may be applicable to the goods as well as the storage charges as well as the charges for the storage of the goods in the warehouse. The Merchant acknowledges, represents, and warrants that the Merchant has agreed hereto in advance, no matter whether the delivery order has been received or not.

17- RIGHT OF LIEN/RETENTION

The Carrier, and the Carrier's servants, assistants or agents shall have the right of lien/retention on the goods subject to carriage and the relevant documents for all freight (including, but not limited to all additional freight payable as specified herein), primage, dead freight, demurrage, container demurrage and storage charges, detention charges, salvage costs and expenses and general average contributions and all other charges and expenses whatsoever. The Carrier shall also be entitled to exercise its lien/retention on the goods subject to carriage and the relevant documents for all freight (including, but not limited to all additional freight payable as specified herein), primage, dead freight, demurrage, container demurrage and storage charges, detention charges, salvage costs and expenses and general average contributions and all other charges and expenses whatsoever. The Carrier shall also be entitled to exercise its lien/retention on the goods subject to carriage and the relevant documents for all freight (including, but not limited to all additional freight payable as specified herein), primage, dead freight, demurrage, container demurrage and storage charges, detention charges, salvage costs and expenses and general average contributions and all other charges and expenses whatsoever. The Carrier shall be deemed to have waived its right to claim for the relevant loss and/or damage.

18- NOTICE OF LOSS OR DAMAGE

If the Merchant alleges that there is a loss or damage in the cargo that it receives, the Merchant is obliged to send a written notice containing the general description of the relevant loss and/or damage at the time of delivery of the goods at the port of discharge or the place of delivery at the latest; or in case of a hidden loss or damage that cannot be identified through ordinary inspection, within three (3) days after the delivery at the latest; otherwise, the goods shall be deemed to have been received by the Merchant in full and in conformity with the bill of lading. The Merchant shall be deemed to have irrevocably acknowledged, represents, and warrants that the Merchant shall be deemed to have waived its right to claim for the relevant loss and/or damage.

19- LIMITATION OF THE CARRIER'S LIABILITY

Without prejudice to any applicable limitations of liability set forth within the terms and conditions hereof, the Carrier's liability for the goods subject to carriage shall, in any event, be limited to the amount that will be calculated as the net invoice value of the goods plus the current freight and insurance cost at the port of discharge or place of delivery. The Carrier's liability shall, in any event, not exceed 666.67 SDR per package in accordance with the Hague/Hague-Visby rules on gross weight of the goods. The Carrier shall, under no circumstances, be liable for any direct or indirect loss or damage arising from the delays incurred by the Merchant or early arrival of goods due to either the Carrier's declaration or the declaration of both the Carrier's agents or employees. See COGSA's Limitation on liability provisions in case of multimodal transportation. The Carrier's liability for the goods subject to carriage under this carriage contract shall not exceed the limitations of liability specified under the Hague/Hague-Visby Rules (whichever is applicable). Nothing contained in these terms and conditions of carriage shall limit or deprive the Carrier of any statutory protection, limitation of liability, defence or exemption from liability afforded to the Carrier under any regulations such as the rules of law of any country or any contract or convention of international nature. The Carrier shall be entitled to benefit from any and all statutory protections afforded to the owner by the said legal regulations even if the Carrier is not the owner of the ship used for carriage.

20- GENERAL AVERAGE AND SALVAGE

General average shall be payable according to York-Antwerp Rules dated 1973 except for its articles 21 and 22; and calculated according to the port or place designated by the Carrier in the event of a danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise; the goods and/or the Merchant shall contribute with the Carrier in General Average for the payment of any sacrifices, losses or expenses of a General Average Nature that may be made or incurred and shall also pay salvage and similar special charges incurred in respect of the goods. Merchant agrees to post a general-average bond covering 150% of the general-average value of Merchant's goods in the form required by the Carrier or its average adjusters prior to discharge of the goods. If the salvaging vessel is owned or operated by the Carrier, the salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Shipper or the Carrier's agents may deem sufficient to cover the estimated salvage and special charges thereon shall, if required, be made by the Goods, Shipper, Consignee and/or the Owners of the Goods to the Carrier before the delivery of the Goods. The general average declaration shall, in any event, be prepared by the average adjusters to be appointed by the Carrier. The payments to be made in foreign currencies in case of adjustments shall be transferred to average adjusters by converting such amounts to the currency preferred by the Carrier at the rate valid and effective on the payment day; and the current market price of the damaged cargo on the date of discharge at the final port of discharge shall be taken as basis. The payment of the creditor balances shall also be made in the same currency. The adjustment contract, deposit and any other similar additional insurances requested by the Carrier must be obtained and provided before receipt of the goods.

21- BOTH-TO-BLAME COLLISION AND NEW JASON CLAUSES

The "Both-to-Blame Collision" and "New Jason" clauses published and/or approved by BIMCO (The Baltic and International Maritime Council) shall apply to these terms and conditions of carriage, and the remainder of the bill of lading shall be enforceable under governing law, unless otherwise stated in any act, negligence or fault of the master, mariners, pilot or servants of the Carrier in the navigation or in the management of the ship; the Merchant or owners of the goods carried hereunder shall indemnify the Carrier against all loss or liability to the other non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant or owners of the said goods paid or payable by the other or non-carrying ship or her owners or their agents, servants or employees, or by the other non-carrying ship or her owners or their agents, servants or employees as if the other non-carrying ship or her owners or their agents, servants or employees were objects against the carrying ship or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact. In the event of an accident, danger, damage or disaster before or after the commencement of voyage, resulting from any cause whatsoever whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Shipper or Consignee or the Owners of the Goods shall contribute with the Carrier in the General Average for the payment of any loss, damage or expenses of a general average nature that may be made or incurred and shall pay the salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by the Carrier, the salvage shall be paid for as fully as if the said salvaging vessel belonged to strangers. The deposit as the Carrier or his agent may deem sufficient to cover the estimated contribution of the Merchant and the salvage and special charges thereon shall, if required, be paid by the Merchant, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

22 - SEVERABILITY

To the extent that a clause or provision of this bill of lading is found unenforceable by a court of competent jurisdiction, such clause or provision shall be deemed excised and the remainder of the bill of lading shall be enforceable under governing law, unless otherwise stated in any act, negligence or fault of the master, mariners, pilot or servants of the Carrier in the navigation or in the management of the ship; the Merchant or owners of the goods carried hereunder shall indemnify the Carrier against all loss or liability to the other non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Merchant or owners of the said goods paid or payable by the other or non-carrying ship or her owners or their agents, servants or employees, or by the other non-carrying ship or her owners or their agents, servants or employees as if the other non-carrying ship or her owners or their agents, servants or employees were objects against the carrying ship or the Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision or contact. In the event of an accident, danger, damage or disaster before or after the commencement of voyage, resulting from any cause whatsoever whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Shipper or Consignee or the Owners of the Goods shall contribute with the Carrier in the General Average for the payment of any loss, damage or expenses of a general average nature that may be made or incurred and shall pay the salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by the Carrier, the salvage shall be paid for as fully as if the said salvaging vessel belonged to strangers. The deposit as the Carrier or his agent may deem sufficient to cover the estimated contribution of the Merchant and the salvage and special charges thereon shall, if required, be paid by the Merchant, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

The bill of lading terms conditions is also available at the carrier's website (www.turkon.com).

Konşimento hükümlerinin Türkçesi, taşıyıcının web sitesinde (www.turkon.com) mevcuttur