TERMS AND CONDITIONS

1. DEFINITIONS

*Carriage' means the whole or any part of the operations or services performed by the Carrier and any Participating Carriers or Sub-Contractors in respect of the Goods covered by this Bill of Lading.

Carrier means the Vessel and its owner or demise charterer

Neptune Pacific Line Ple. Ltd, Neptune Pacific Line Inc., Neptune Pacific Agency Australia Pty Limited, Pacific Forum Line (Group) Limited, PFL Cargo (a division of Pacific Forum Line (Group) Limited, PFL Cargo (and Vision of Pacific Forum Line (Group) Limited, Neptune Pacific Line Re. Ltd, Neptune Pacific Inc. against of the owner or demise charterer in arranging transport covered by this Bill of Lading. If, nowever, it is found that Neptune Pacific Line Pte. Ltd, Neptune Pacific Line Inc. Pacific Forum Line (Group) Limited, Neptune Pacific Line Pte. Ltd, or any charterer, manager, operator or agent is to be liable as Carrier, then such party will have the benefit of all defences, exceptions and limitations applicable to the Carrier under this Bill of Lading.

Charges means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant.

Container means any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever.

incurred and payable by the Merchant.
Container' means any open or closed container, van, trailer, flatbed, flatrack, transportable tank or any similar receptacle whatsoever.
Goods' means the whole or any part of the cargo received from the shipper and described on the face of this Bill of Lading, and any Container, packaging or equipment not supplied by or on behalf of the Carrier.
Hague-Visty Rules 'means' The International Convention for the Unification of Certain Rules or Law relating to Bills of Lading' (Brussels, 25 August 1924) as modified by 'The Protocol to Carlaw relating to Bills of Lading' (Brussels, 25 August 1924) as modified by 'The Protocol to Carlaw relating to Bills of Lading, signed at Brussels on 25 August 1924' (Brussels, 23 February 1968) and the 'Protocol (SDR Protocol) amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924' (The Hague Rules), as amended by the Protocol (SDR Protocol) amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, because the Protocol (SDR Protocol) amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed at Brussels on 25 August 1924' (The Hague Rules), as amended by the Protocol (SDR Protocol) amending the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading the December 1979).

Merchant' means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods or person entitled to the possession of the Goods and the servants and agents of any of these under this Bill of Lading, where the Rules are shipper, and the protocological contribution of the Carlam of the performance of the Conditional Carlam of the performance of the Carlam of the Performance of the Carlam of the Carlam of the Performance of the Carlam of the Performance of the Carlam of the Performance of the Carlam of the Performanc

Canage and any sub-sub-contractors traceor.

Vessel" means the ocean vessel named on the face side hereof, and any substitute vessel or other means of conveyance by water used in whole or in part in the Carriage.

2. CARRIER'S TARIFF(S)
Goods carried under this Bill of Lading are subject to all terms and conditions of the Carrier's applicable tariff(s), which is/are incorporated into this Bill of Lading. Copies of the tariff(s) or relevant provisions thereof are obtainable from the Carrier on request. In the event of a conflict between the terms and conditions of this Bill of Lading, those of this Bill of Lading shall prevail. These tariffs apply to each carriage for which a Neptune Pacific Line Inc. Ltd, Neptune Pacific Line Inc., Pacific Forum Line (Group) Limited or Neptune Pacific Direct Line Pte. Ltd. Bill of Lading has been issued.

3. WARRANTY

In agreeing to these Terms and Conditions, the Merchant warrants that it is, or has the authority of, the person owning or entitled to the possession of the Goods and this Bill of Lading.

4. CARRIER'S RESPONSIBILITY: PORT TO PORT AND MULTIMODAL TRANSPORT

(1) Except as otherwise noted herein, the Carrier shall be responsible for the Goods under the following circumstances only:
(a) Port-to-Port Shipment:

The Carrier's responsibility for the Goods is limited to that part of the Carriage from and during loading not to a Vessel, up to and including discharge of the Goods from a Vessel, unless compulsorly applicable law provides otherwise. The liability (if any) of the Carrier during this period shall be determined according to any national law making the Hague-Visby Netse sphicable, or otherwise Articles 1 to 8 (inclusive) of the Hague-Visby Rules. Where the Carrier arranges any transportation, storage, handless or other service in reserved of the Cooks or not to loading or subsequently of discharge from the vessel if does or other service in respect of the Goods, prior to loading or subsequent to discharge from the ves so solely as agent of the Merchant and at the Merchant's risk.

or other service in respect of the Coods, pror to loading or subsequent to discharge from the vessel, it does so solely as agent of the Merchant and at the Merchant's risk.

(b) Multimodal Transport:

(i) The Carrier shall not be responsible for loss or damage to the Goods, howsoever arising, occurring before acceptance of the Goods by the Carrier at the Place of Receipt or after delivery by the Carrier at the Place of Delivery.

(ii) The Carrier shall be responsible for the Goods in accordance with any international convention or national law, which provisions cannot be departed from by contract to the detriment of the Merchant and 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 during which the loss or damage occurred.

(iii) If no international convention or national law applies and any loss or damage to the Goods is known to have occurred during waterborne Carriage, the Carrier shall be responsible for the Goods in accordance with Artices 1-3 (Inculsive) of the Hague-Visby Rules.

(iv) If it cannot be determined where any loss or damage to the Goods has occurred, i.e. on water or land, the Carrier will be entitled to rely on all exclusions and defences that would have applied under Clause 4(1)(a) above.

(v) If the Place of Receipt is not named on the face of this Bill of Lading, the Carrier will be under no liability whatsoever for loss or damage to the Goods is according to the Carrier will be under no liability whatsoever for loss or damage to fine Goods in Such (2) Any compensation for loss or damage so the Goods in Such (2) Any compensation for loss or damage to the Goods in Such (2) Any compensation far for sor or damage or the Hospital powers are applicable either by national law or otherwise, in which case the Carrier's liability will not exceed the limits prescribed under the relevant law or Rules. The Merchant acknowledges that the Carrier has no knowledge of the value of the Goods and that higher

of this Bill of Lading.
(3) If notice of loss, damage or claim is not given at time of discharge/removal of the Goods by
the Merchant or, if not then apparent within three consecutive days thereafter, a presumption
of discharge/delivery in good order shall arise.
(4) Definition of Package or Shipping Unit.
Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier,

Where a Container is used to consolidate 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 ovided in any international convention or national law relating to the carriage of goods by sea. Except as aforesaid the Container shall be considered the package or shipping unit. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description whatsoever, except Goods shipped in a package, including articles and things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation 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 the Goods shipped in bulk.

5. LIABILITY (1) In no circ

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or sequential loss or damage caused by delay, unless compulsorily applicable law provides

contended to definite the content of the content of

SUB-CONTRACTING: BENEFICIARIES

(a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

Carriage.

(b) Should it be alleged or claimed that any person or entity other than the Carrier is under any texposality for the Goods or the Carriage of the Codes, all regions of the Carriage of the Codes, all rights, defences, there is, initiations of and exonerations from liability, provided by law or by these Terms and Conditions, shall be available to the person or entity if they are a sevant, agent or Sub-Contractor of the Carrier, as if such provisions were expressly for the benefit of such persons. In contracting for the rights, defences, therefore, initiation of and exonerations from liability contained in this Bill of Lading or in the contract of Carriage, the Carrier is acting as agent and trustee for and on behalf of all persons and entities described above.

The Merchant undertakes that no claim or allegation shall be made against any person or yeaself whitehore, or the charge of the contract of the contract of the carrier is acting as agent and trustee for and on behalf of all persons and entities described above.

all persons and entities described above.

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 Carrier's servants or agents, any independent contractor and its servants or agents, and all others by whom the whole or any part of the carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon such person or vessel any liability whatsoever in connection with the Goods or the carriage.

(c) In the event an allegation or claim is made to which paragraph (b) above applies, the Merchant undertakes to indemnify the Carrier against all consequences thereof. The Merchant also undertakes to indemnify the Carrier against all consequences of any claim or allegation being made by any person, other than in accordance with these Terms and Conditions, which imposes or attempts to impose upon the Carrier any liability in connection with the Goods or the Carriage of the Goods.

(d) No agent or servant of the Carrier shall have power to waive or vary any of the terms of this

Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bind the Carrier to such waiver or variation.

7. OPTION OF INSPECTION / CARRIAGE AFFECTED BY GOODS' CONDITION

In The Carrier or any Sub-Contractor or person authorized by the Carrier may at its option open any Container to inspect the contents. If if appears that any part thereof cannot safely or properly be carried, either at all or without incurring additional expenses to continue the Carrier in the New York of the Carrier and the Carrier in the New York of the New York

damage is then evident or later manifests isself.

15. CARRIER'S LIEN

The Carrier shall have a lien on Goods and any Charges and documents relating thereto for all Carrier's custody, the Merchant shall be and remain liable, at rates under the Carrier's tariff(s) sums due under the contract evidenced by this Bill of Lading or any other contract or the contract of Carriage, for any delay beyond the time allowed by the Carrier or its agents undertaking to which the Merchant was a party or otherwise involved. Such lien shall extend to for use of such Container, and for any loss, damage or expense incurred by the Carrier as a General Average contributions, salvage and the cost of recovering such sums, including result of the failure to return the Container to the Carrier in the same sound condition and state lawyers' fees. It may be exercised at any time and place, whether the Carriage has been of cleanliness as when received by or on behalf of the Merchant, even if a condition caused by completed or not, and it may be enforced by the Carrier by public or private sale at the subsequent time.

the Goods does not then manifest itself and/or results in loss, damage or expense at a expense of and without notice to the Merchant.

subsequent time (e) The Merchant agrees to be responsible for all expenses of any nature incurred while the Goods (including the Containers) are in the custody of the Carrier or any Participating Carrier.

If any time, the Carriage is or, in the judgment of Carrier is, likely to be affected by any their agents or servants, including but not limited to repairs, reconditioning, demurrage as per hindrance, risk, delay or disadvantage of whatsoever kind, whether existing before the the Carrier startiffs), detention, fines and taxes (vivid or criminal), carrier clarged to the Goods or nature of the Goods.

Containers or levied upon the Carrier, Versich, Participating Carrier, is conveyance, their or onesisons on the part of the Merchant, its agents or servants, or third parties for whom the Carrier Participating Carrier, the carrier participating Carrier, the Carriage or threating indicated on this Bill of Lading; or or onesisons on the part of the Merchant, its agents or servants, are not responsible, and to submit to jurisdiction of any court, tribunal or other body before whom the Carrier may be brought.

(b) The Carrier's prior written consent is required for the Carriage of dangerous or hazardous of leased by the Carrier, participating Carrier, the Carrier, participating Carrier, the Bill of Lading; or onesiston or the part of the Merchant, its agents or servants, are not responsible, and to submit to jurisdiction of any court, tribunal or other body before whom the Carrier may be brought.

(c) terminate the Carrier, gent or servants, are not to responsible, and to submit to pure the condition of any court, tribunal or other body before whom the Carrier may be brought.

(c) terminate the Carrier, gent the Merchant to take delivery of the Goods and, upon the Merchant's failure to do so, warehouse the Goods at the risk and expense of the Merchant's failure to do so, warehouse the

Goods which must be distinctly marked as such on the outside or the source are container.

(g) The Merchant warrants that it has compiled with all statutes, ordinances, regulations and requirements of Customs, Port and any other Authorities relative to the Goods, documentation and any other matters affecting or in any way relating thereto.

(h) Insofar as breakbluk cargo is concerned, which requires special care and handling, unless the nature of the same is disclosed and handling instructions requested in writing at the time of booking, and the Carrier's agreement is obtained, the Carrier will not be obligated to provide such special care and/or handling.

(i) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(ii) If the Merchant fails to comply with the above mentioned obligations, the Merchant will be responsible for all costs resulting there from and for all resulting liabilities and responsibilities.

ponsible for all costs resulting there from and for all resulting liabilities and responsibilities

whatsoever.

(k) Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's Containers or equipment during handling by or when in possession or control of Merchant.

9. MERCHANT-PACKED CONTAINERS

9. MERCHANT-PACKED CONTAINERS (a) If a Container has been stuffed by or on behalf of the Merchant, the Merchant agrees that the Carrier has no reasonable means of checking quantity, weight, condition, identity or existence of contents or manner in which the Goods are stuffed, stowed and secured within the Container or packaged (if breakbulk cargo), and the Carrier does not represent the quantity, weight, condition, identity or existence of such contents inserted in the Biol Ldaing to be accurate or the

continuors, beinsy or exessible of such contents inserted in the bar of Laung to be accurate or the stuffing, stowing and securing to be proper. (b) if a Container has been stuffed by or on behalf of the Merchant, the Carrier's shall not be liable for any loss or damage to the Goods caused by matters beyond the Carrier's control, including: (i) the manner in which the Container has been stuffed;

(i) the manner in which the Container has been stuffed;
(ii) the unsuitability of the Goods for Carriage in Containers;
(iii) the unsuitability of detedve condition of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this sub-paragraph (iii) shall only apply if the unsuitability of defective condition arose:
(a) without any want of due diligence on the Carrier's part, or (b) if it would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container was stuffed;
(iv) the Container not being sealed at the commencement of the Carriage, except where the Carrier has agreed to seal the Container.

Carrier has agreed to seal the Container.

(c) The Carrier is committed to the concept of supply chain security. The Merchant will ensure that the sealing of all Merchant-packed Containers is completed immediately after stuffing, before placing them at the Carrier's disposal. Only high security seals must be used. Unless any compulsority applicable law provides otherwise, all seals must meet the specifications for high security seals issued by the International Organization for Standardization under ISO/PAS 17712 and any subsequent amendment thereof. The Merchant agrees to provide in writing details of the precise contents of the Containers and the seal number(s) when plying shipping instructions to the Carrier.

(d) The Merchant shall defend, indemnify and hold the Carrier harmless against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered in paragraphs (b) and (c) above except for paragraph (b) improved the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warrantly.

10 CONTAINERIZED CARGO

10. CONTAINERIZED CARGO
The Goods may be stuffed by the Carrier in Containers and the Containers, whether so stuffed or received fully stuffed, may be carried on or under deck without notice. The Merchant expressly agrees that Containers carried on deck are considered for all legal purposes to be stored under deck. All Goods stuffed in Containers and carried on deck shall participate in General Average and shall be deemed to be "goods" for the purposes of the Hague-Visby Rules and any national law applying those Rules.

11. DECK CARGO / LIVE ANIMALS

11. LUCK CARGO / LIVE ANIMALS
Goods that are stated on the face of this Bill of Lading as being carried on deck (except those carried in Containers on deck), and live animals, are received and carried solely at the Merchant's risk (including accident or mortality of animals). The Carrier will not in any event be liable for any loss or damage to such Goods, howsoever arising, whether or not caused by negligence on the part of the Carrier, its servants, agents or Sub-Contractors. The Hague-Visby Rules and any national law applying those Rules shall not apply. The Merchant shall indemnify the Carrier against any extra costs incurred for any reason whatsoever in connection with the Carriage of any live animal.

12. CONTAINERS WITH TEMPERATURE OR ATMOSPHERE CONTROLLED APPARATUS

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13. DELIVERY
(a) If delivery of the whole or any part of the Goods is not taken by the Merchant when, where
and at such time and place as the Carrier is entitled to have the Merchant take delivery, upon
surrender of a single or multiple Bill(s) of Lading, as the case may be, and upon payment of all
Charges due, the Carrier may (at its option, subject to its lien and without notice) elect to have
the Goods remain where they are, or delivered to the Merchant where multiple Bills of Lading
are involved, or sent to a warehouse or other place, vanned or devanned, always at the risk. are involved, or sent to a waterhouse or other place, valended or devanined, aways at the risk is and expense of the Merchant and against payment by the Merchant of all Charges applicable arifills) shall be separable, and if any part or term of these Terms and Conditions to LCL (Less than Container Load) loads (as provided in the governing tariff) and any extra shall be held invalid, such holding shall not affect the validity or enforceability of any other part expenses incurred as a result of the additional services rendered. Such option as exercised by or term.

The charges of the validity of the Merchant.

(b) Neither the Carrier not is agents are or shall be obligated to inform the Consignee or Notify 23. SHIPMENT TO AND/OR FROM WALLIS & FUTUNA, NORFOLK ISLAND, FUNAFUTI & TARAWA

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Party of the Vessel's estimated or actual date or time of arrival, and if given, such information shall be considered gratitious. (c) Notwithstanding any other term or condition of this Bill of Lading, if domestic law of the Port of Discharge provides that discharge shall be at the risk and expense of the Merchant, the Merchant agrees that the Goods shall be properly delivered by the Carrier under the contract of Carriage at the Vessel's rail and that the Carrier's responsibility for the Goods will cease at the Vessel's rail.

the Vessel's rail. (d) Where Goods are discharged onto barges or lighters in certain ports (including in Norfolk Island), such discharge shall constitute proper delivery under the contract of Carriage and the Carrier's responsibility for the Goods will cease at the Vessel's rail.

Carriage or thereafter, the Carrier may without notice, but considering the circumstances and nature of the Goods:

(a) carry the Goods to the Port of Discharge or Place of Delivery, whichever is applicable, by an alternate route to that indicated on this Bill of Lading; or (b) suspend the Carriage of the Goods, store them, and/or attempt to forward them as soon as possible; or (c) terminate the Carriage, discharge the Goods, devan the contents of any Containers if such Containers are owned or leased by the Carrier, require the Merchant to take delivery of the Goods and, upon the Merchant's failure to do so, warehouse the Goods at the risk and expense of the Merchant.

I Notwithstanding the above, the Carrier shall be entitled to full Charges and any additional freight and storage fees and all other expenses incurred by or on behalf of Carrier, all of which shall be due and owing from the Merchant, and the Carrier shall have a lien on the Goods for the same.

the same.

Notice of the Carrier's election and disposition of the Goods shall be sent to the Merchant identified in the Bill of Lading.

All actions taken by the Carrier hereunder shall be deemed within the contractual and contemplated Carriage and not be an unreasonable deviation.

In METHODS AND ROUTES OF CARRIAGE
The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport (water, land and/or air) or storage whatsoever;
(b) transship or carry the Goods on another vessel or conveyance or by any other means of transport than that indicated on the reverse side of this Bill of Lading;
(c) carry Goods on or under deck at its option;
(d) proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical rotation;
(e) proceed with or without ploits and permit the Vessel to low or be towed;
(f) carry livestock, explosives, munitions, war like stores, dangerous or hazardous Goods or lawful Goods of any and all kinds;
(g) dry dock or stop at any unscheduled port for bunkers, repairs or for any purpose whatsoever.

whatsoever;

(h) comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with the authority of any government or authority or having under the items of the insurance on the Vessel employed by the Carrier the right to give such orders, directions or recommendations;

(i) take any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

circumstances.
The liberties set out in subdivision (a) through (i) may be invoked for any purpose whatsoever even if not connected with the Carriage. Any action taken or omitted to be taken, and any delay arising there from, shall be deemed to be within the Carriage and not an unreasonable

18. BOTH TO BLAME COLLISION CLAUSE
The prevailing version of the Both-to-Blame Clause published by the Baltic and International Maritime Council and obtainable from the Carrier or its agents upon request is hereby incorporated into this Bill of Lading.

19. TIME DAY

19

Nothing herein contained shall be construed as a waiver of limitation.

20. GENERAL AVERAGE AND SALVAGE
In event of accident, danger, damage or disaster, before or after commencement of voyage, from any cause whatsoever, for which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to payment of any sacrifices, losses or expenses of General Average nature that may be made or incurred, and the Merchant shall pay salvage and special charges incurred in respect of the Goods.

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994 at any place at the option of the Carrier, whether declared by the Carrier or anymone other than the Merchant. The Merchant shall give such cash depost or other security as the Carrier may deem sufficient to cover the estimated General Average ontribution of the Goods. Such deposit or security must be provided before delivery if the Carrier is required, with three cruths of the Carrier of the Security of the Carrier of the Master, pilot, officers or crew.

In the Master, pilot, officers or crew.

If the Master considers (in his sole discretion or in consultation with owners) that salvage services are needed, the Merchant agrees that the Master may act as the Merchant's agent to procure such services to Goods and to settle salvage remuneration, without any prior consultation with the Merchant agrees that the master may act as the Merchant's agent to procure such services to Goods and to settle salvage remuneration, without any prior consultation with the Merchant's agent to procure such services to Goods and to settle salvage remuneration, without any prior consultation with the Merchant agent to procure such services to Goods and to settle salvage remuneration, without any

21. LAW AND JURISDICTION

21. LAW AND JURISDICTION

(a) Subject to paragraph (b) and unless otherwise agreed with the Carrier in writing prior to the Carriage, this Bill of Lading shall be governed by the laws of Australia and any claim, dispute, sult or proceeding arising thereunder or in connection therewith shall exclusively be decided by the courts of Australia. The parties agree to submit to the jurisdiction of the courts of the state of New South Wates.

(b) In the case of a claim, dispute, suit or proceeding brought by the Carrier, the parties agree that at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at, and the parties will submit to the jurisdiction of, a competent court at a place of business of the Merchant.

22. NON-WAIVER AND SEPARABILITY
Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or defense, immunity, exemption, limitation of or exoneration from liability contained in applicable laws. These Terms and Conditions (including all the terms and conditions of the Carrier's applicable tariffs(s)) shall be separable, and if any part or term of these Terms and Conditions

applicable tariff(s)) shall be separable, and if any part or term of these Terms and Conditions of the Carrier's applicable tariff(s)) shall be separable, and if any part or term of these Terms and Conditions shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term.

TARAWA
Where the carriage evidenced by this Bill of Lading shall provide for delivery of the Goods at Wallis & Futuna, Norfolk Island, Funafuti or Tarawa, the Carrier shall not be liable for any loss or damage of any nature whatsoever suffered by the Merchant when the consignee/receiver shall have uplifted the Goods referred to in this Bill of Lading, without presentation of the original copy of this Bill of Lading. The Merchant acknowledges that at these ports there is an absence of any proper port infrastructure to properly control the delivery of cargoes to consignees/receivers & which may give rise to the delivery of Goods to consignees/receivers without presentation of the original Bill of Lading.