



**COVID-19: NOTICE TO CUSTOMERS, SHIPPERS, FORWARDERS, BOOKING AGENTS,  
CONSIGNEES**

**Issue Date: 31/03/2020**

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**Dear Valued Customers,**

With much regret, we advise that in the wake of the recent outbreak of COVID-19 we are closely monitoring the situation to ensure the safety of our employees whilst working towards mitigating any possible impact to our customers' operations, which could have been **disrupted indefinitely**. We have no choice but to alert you to the following clauses in our standard Bill of Lading wordings:

**A. Clause 6(1)(A)&(B) for port-to-port shipment –**

- a) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsorily applicable to this bill of lading or in any other case in accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.
- b) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6(1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

**B. Clause 6(2)(A)(1)(i) for combined transport- The Carrier shall be relieved from liability where such loss or damage was caused by any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence"**

**C. Clause 11 (1) The Carrier may at any time and without notice to the Merchant:**

- a) use any means of transport or storage whatsoever;
- b) load or carry the Goods on any Vessel whether named on the front hereof or not;
- c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transshipment of forwarding of the Goods may not have been contemplated or provided for herein;
- d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
- e) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;
- f) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge);



- g) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;
- h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;
- i) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

- D. **Clause 13** (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may:
- a) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;
  - b) without prejudice to the Carrier's right subsequently to abandon the Carriage under Clause 13(1)(A) above, continue the Carriage.
  - c) In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.
2. The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority. This shall amount to due delivery to the Merchant.
  3. Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder.
  4. If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

MAXICON CONTAINER LINE PTE LTD, SINGAPORE



In the meantime, we suggest that you contact your cargo insurers in order to obtain your insurers' requirements under your cargo insurance coverage.

We hope that through all our efforts, the interruption to all can be minimized. Please do not hesitate to contact us in case of any further questions.

Sincerely,

s/d

Authorised Signatory

For and on behalf of

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