FINNLINES STANDARD CONDITIONS OF CARRIAGE

These Standard Conditions shall apply to every Contract of Carriage concluded with the Carrier for the performance of the entire transport from the place of receipt or port of loading to the port of discharge or place of delivery as undertaken by the Carrier, whether evidenced by the issue of a document or not.

1 Definitions

Carrier means Finnlines Plc including its servants, agents, the vessel and/or her owner, the Party on whose behalf this Bill of Lading/Liner Waybill is issued.

Contract of Carriage means any contract concluded with the Carrier for the performance of the entire transport from the place of receipt or port of loading to the port of discharge or place of delivery as undertaken by the Carrier, whether evidenced by the issue of a document or not. Contract includes any and all Standard Conditions applicable to the carriage as applicable from time to time.

Hague-Visby Rules means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 as amended by Protocol signed at Brussels on 23 February 1968 and the protocol in relation to SDRs signed at Brussels on 21 December 1979.

Merchant includes the shipper (including contracting and actual shipper), receiver, consignor, consignee, holder of any document evidencing the Contract of Carriage, the owner of the Goods and anyone entitled to the possession of the Goods.

Article of Transport includes but is not limited to, unless otherwise indicated, any vehicle, wagon/railcar, container, flat, pallet, trailer, transportable tank and similar items used for the consolidation of goods as well as timber packages.

Goods includes, unless otherwise indicated, the Article of Transport as well as the contents thereof.

Person(s) means any individual, group, company or other entity.

SDR means Special Drawing Rights as defined by the International Monetary Fund.

2 Warranty

The Merchant warrants that in agreeing to these terms he is or has the authority of the Person owning or entitled to the possession of the Goods.

3 Time Bar and Notice of Loss

All liability whatsoever of the Carrier shall cease unless suit is brought within twelve months of the delivery of the Goods or of the date when the Goods should have been delivered. Unless notice of loss of or damage to the Goods and the general nature of it is given in writing to the Carrier at the place of delivery before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof, or, if the loss or damage is not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described on receipt.

4 Law and Jurisdiction

The Contract of Carriage under these Standard Conditions of Carriage and the Standard Conditions of Carriage shall be governed by Finnish law without regard to principles and rules on conflict of laws or choice of laws.

Any dispute, controversy or claim arising out of or relating to the Contract of Carriage or these Standard Conditions of Carriage, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

5 Sub-contracting and indemnity

The Carrier shall be entitled to sub-contract on any terms, the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

For the purpose of the Contract of Carriage and subject to the provisions in these Standard Conditions of Carriage, the Carrier shall be responsible for the acts and omissions of any Person whose services he makes use of for the performance of the Contract of Carriage. The Carrier shall not, however, be liable for loss caused by an occurrence which takes place while the goods are in the charge of a sub-contractor when it is explicitly agreed that a specific part of the carriage, loading, unloading, storing, warehousing, handling or any other duty is undertaken by the named sub-contractor.

The Merchant undertakes that no claim or allegation shall be made against any sub-contractor or employee, which imposes or attempts to impose any such Person any liability whatsoever in connection with the Goods or the carriage of the Goods, whether or not arising out of negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant shall defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing, every sub-contractor and employee shall have the benefit of every right, defence, liberty, exception and limitation whatsoever nature contained in these Standard Conditions of Carriage, or otherwise available for the Carrier as if such provision were expressly for its benefit.

The Merchant further undertakes that no claim or allegation in respect of Goods shall be made against the Carrier by any Person other than in accordance with these Standard Conditions of Carriage, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6 Methods and Routes of Transportation

The Carrier is entitled at any time and without notice to the Merchant to perform the transport in any reasonable manner and by any reasonable means and methods, proceed by any routes, places and ports, at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order, transfer the Goods from one conveyance to another, including but not limited to transshipping or carrying them on another means of transport.

In accordance herewith, for instance, in the event of carriage by sea, vessels may sail with or without pilots, to tow or be towed, or to be dry-docked. The liberties set out in this Clause 6 may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other Goods, bunkering, undergoing repairs, adjusting equipment, 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 6 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

7 Carrier's Consolidation, Carriage of Articles of Transport on or under Deck

Goods may be packed and consolidated by the Carrier with other Goods in Articles of Transport.

Articles of Transport, whether consolidated by the Carrier or received by the Carrier in a consolidated condition from the Merchant, may be carried on or under deck without notice to the Merchant.

Goods which are stated in the document evidencing the Contract of Carriage to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea.

8 Delivery

Any failure to give notification of the arrival of the Goods shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

If the Merchant does not take delivery of the Goods at the agreed or, absent such agreement, customary time, date and place, the Carrier shall be at liberty, without notice, to store the Goods on behalf of the Merchant at the Merchant's sole risk and expense. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods stored shall wholly cease.

Refusal by the Merchant to take delivery of the Goods or to provide instructions in accordance with provisions of Clause 8 and/or to mitigate any loss or damage to Goods shall constitute an absolute waiver and abandonment by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the carriage thereof. The Carrier shall be entitled to an indemnity from the Merchant for all costs whatsoever incurred, including storage and legal costs, for cleaning and disposal of Goods refused and/or abandoned by the Merchant. Such costs shall be subject to the Carrier's lien at clause 18.

9 Matters Affecting Performance

The Carrier shall use reasonable endeavours to complete the transport and to deliver the Goods at the place designated for delivery.

If at any time the performance of the Contract of Carriage is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatever kind including strike/lockout and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the Contract of Carriage, the Carrier, whether or not the transport has commenced, may in his sole discretion elect to:

a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, either by the intended or the alternative route to that indicated in the Contract of Carriage or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this Clause 9 (a) hereof, he shall be entitled to charge such additional freight as the Carrier may determine; or
b) treat the performance of the Contract of Carriage as terminated and place the Goods at the Merchant's disposal at any place, which the Carrier shall deem safe and convenient and which shall be deemed delivery of the Goods; or
c) deliver the Goods at the place designated for delivery.

In any event the Carrier shall be entitled to full freight for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

For the avoidance of doubt, the provisions of the Clause 9.2 shall not apply if the circumstances affecting the carriage are due to the fault of the Carrier.

10 Carrier's Liability

The Carrier shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods into his charge and the time of delivery.

The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

a) The wrongful act or neglect of the Merchant.
b) Compliance with the instructions of the Person entitled to give them.
c) The lack or insufficiency of or defective condition of packing of the Goods.

d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.
e) Inherent vice of the Goods.
f) Insufficiency or inadequacy of marks or numbers on the Goods.
g) Strikes or lockouts or stoppage or restraints of labour from whatever cause whether partial or general.
h) Fire, unless caused by the actual fault or privity of the Carrier.
i) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence.
j) Act, neglect or default of the master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the ship.

Where under sub-clause (2) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall not be liable to the extent that those factors for which he is liable under this Clause have contributed to the loss or damage.

The burden of proving that the loss or damage was due to one or more of the causes or events specified in (a), (b) and (i) of sub-clause (2) shall rest upon the Carrier. When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (h) and (j) of sub-clause (2), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of the causes or events.

11 Damage to or loss of cargo

When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the Contract of Carriage or should have been so delivered.

The value of the Goods shall be fixed according to the commodity exchange price or, if there be no such price, according to the current market price or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

Unless otherwise expressly agreed herein compensation shall not exceed SDR 2 per kilo of gross weight of the Goods lost or damaged, or SDR 667 per package or unit, whichever is the higher.

In combined transport, where the stage of carriage, where loss or damage occurred, is not known, or is known, but no international convention or national law is applied by virtue of Clause 13, compensation shall not exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged.

Higher compensation may be claimed only when the value of the Goods declared by the Merchant is exceeding the limits laid down in this Clause and, with the written consent of the Carrier, has been stated in the document evidencing the Contract of Carriage for the purpose of extending his liability and extra freight is paid on such declared value if required. In that case the value declared shall be substituted for the aforementioned limits of compensation.

When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any other third party, including underlying carriers and sub-Contractors, on account of such payment.

12 Delay, Consequential Loss

Times shown in timetables, sailing plans or elsewhere are approximate and not guaranteed. They are not to be considered part of the Contract of Carriage and are subject to change without notice.

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or meet any particular market or use and the Carrier shall in no circumstances whatsoever, and however arising, be liable for direct, indirect or consequential loss or damage caused by delay, insofar as no mandatory law to this effect is applicable.

If the Carrier is held liable in respect of delay, it is hereby expressly agreed that the liability of the Carrier shall be limited to the freight for the transport or to the value of the Goods as determined in Clause 11, whichever is the lesser.

Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profits.

13 Special Provisions and Paramount Clause

Notwithstanding anything provided for in Clauses 10-11 of these Standard Conditions of Carriage if it can be proved where the loss or damage occurred, the Carrier and/or the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions

a) cannot be departed from by private contract to the detriment of the claimant; and
b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof a Bill of Lading/Liner Waybill or any particular document which must be issued if such international convention or national law shall apply except that under no circumstances shall the Carrier's liability extend to live animals and/or Goods that are stated to be carried on deck and are so carried.

In so far as no provisions contained in any international convention or mandatory national law apply to the carriage by sea by virtue of the foregoing provisions of this Clause the liability of the Carrier shall be determined by the Hague Rules from the time the Goods are received at the sea terminal in the port of loading to the time the Goods are delivered or despatched from the sea terminal in the port of discharge. The aforesaid shall also determine the liability of the Carrier in respect of coastwise carriage and/or carriage by inland waterways as if such carriage was carriage by sea. Furthermore, all such Articles of Transport on deck, as described in sub-clause (2) of Clause 7, shall be carried under the same liability as stated above.

14 Defences and Limits for the Carrier

The defences and limits of liability provided for in these Standard Conditions shall apply in any action against the Carrier for all liability whatsoever in respect of the Goods whether the action be founded in contract or in tort.

In any case the aggregate of the amounts recoverable from the Carrier shall in no case exceed the limits provided for in these Standard Conditions of Carriage.

15 Description of Goods

The document evidencing the Contract of Carriage shall be prima facie evidence of the receipt by the Carrier of the Goods as therein described in respect of the particulars which the Carrier had reasonable means of checking. In respect of such particulars proof to the contrary shall not be admissible when the document has been transferred to a third party acting in good faith.

Except as otherwise expressly provided herein, no representation is made by the Carrier as to the weight, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description of particulars.

The Merchant warrants to the Carrier that the particulars relating to the Goods as set out in the document evidencing the Contract of Carriage and that such particulars, and any other particulars furnished by the Merchant, are adequate and correct. Merchant further warrants that Goods are lawful Goods and contain no contraband, drugs or other illegal substances or stowaways, and that the carriage of Goods does not breach any sanctions or other trade restrictions.

16 Merchant's Responsibility

All Persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations and warranties undertaken by the Merchant under these Standard Conditions and remain so liable throughout the carriage notwithstanding their having transferred title of the Goods to any third party.

The Merchant shall indemnify the Carrier against all claims, losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in Clause 2 and Clause 15 hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

The Merchant shall comply with all regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, expenses or losses incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

17 Freight

Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid in any event without any set-off, withholding, counterclaim, or other deduction of any kind and is non-returnable. Pre-payable freight and charges shall be payable at the latest upon receipt of the Goods by the Carrier and freight and charges, if any, payable at destination shall be payable at the latest on the date when the Goods are delivered or should have been delivered. Interest at 11 per cent or, in the event of mandatory national provisions, at such other rate that is compulsorily applicable, shall run from the date when freight and charges are due. Claims made more than thirty (30) days after the due date concerning freight and charges shall not be taken into account.

In the event of an increase in the price of fuel oil all freight rates may be adjusted in order to compensate the Carrier for increased fuel and lubricating costs as from the day of such increase.

For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of Articles of Transport inspected in order to ascertain the weight, measurement, value or nature of the Goods.

Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that additional freight and a correction fee shall be payable to the Carrier in accordance with the applicable tariff. If the particulars supplied by or on behalf of the shipper are incorrect, it is agreed that a sum equal to either five times the difference between the correct freight and the freight charged or double the correct freight less the freight charged, whichever is the smaller, shall be payable as liquidated damages to the Carrier, notwithstanding any other sum having been stated as freight payable. The liability to pay liquidated damages and additional freight shall in no way affect Merchant's responsibilities under Clause 16.

The shipper shall be liable for the payment of all freights, charges and demurrage including but not limited to storage charges and taxes payable at destination, which the Carrier cannot obtain from the Receiver.

18 Lien

The Carrier shall have a lien on the Goods and any documents related hereto and the right to sell the same by public auction or otherwise at his discretion for all freight, charges and expenses of whatever kind and nature due to the Carrier under the Contract of Carriage, including General Average contributions, salvage and costs recovering the same. The Carrier shall be entitled to recover the costs and expenses of exercising such lien and such sale. Such lien and liability shall remain notwithstanding the Goods have been landed, stored, detained by third parties or otherwise dealt with. If on the sale of the Goods the proceeds fail to realize the amount due, the Carrier shall be entitled to recover the difference from any of the parties included in the term Merchant.

19 General Average and Salvage

General Average shall be adjusted according to York-Antwerp Rules 2016, as amended, at any port or place at the option of the Carrier whether declared by the Carrier or a subcontractor of the Carrier. The Merchant shall deliver such cash deposit and/or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel belonged to third parties. In the event of the master considering the salvage services are needed, the Merchant agrees that the master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to settle salvage remuneration.

If the Carrier delivers the Goods to the Merchant without claiming any average bond or other security for contribution to General Average the Merchant – by receiving the Goods – becomes personally liable for the contribution up to the CIF value of the goods provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Goods of his intention to declare General Average. The Merchant undertakes, if so requested by the Carrier, to disclose the CIF value of the Goods and the name and address of cargo insurers. Unless the Merchant provides the Carrier with an undertaking from such cargo insurers to pay General Average contribution, the Merchant shall give the Carrier such other security as it may require.

20 Both-to-Blame Collision Clause and New Jason Clause

The Both-to-Blame Collision Clause and New Jason Clause as published by Baltic and International Maritime Council and obtainable from the Carrier or his agents upon request are considered incorporated herein.

21 Verified Gross Mass of Containers

The Merchant must provide the verified gross mass (VGM) weight of each packed container to the Carrier and/or his agents prior to loading the container on board the vessel in accordance with SOLAS Chapter VI Regulation 2. If VGM is not provided to the Carrier prior to the scheduled loading, the container shall not be loaded and shall remain at the terminal at the risk and account of the Merchant.

The Merchant shall assume liability for and shall indemnify, defend and hold harmless the Carrier from and against any loss or damage, costs, fines, penalties and all other claims of whatsoever nature arising from the Merchant's failure to comply with the above compulsory requirement. The freight shall be payable to the Carrier even if the container could not be loaded due to the Merchant's failure to comply with the above requirement.

22 Dangerous Goods & Marine Polluting Goods

No Goods which are or may become dangerous, inflammable or marine polluting or damaging nature including radioactive materials, or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for shipment without his express written consent and without the Article of Transport as well as the Goods themselves being distinctively marked on the outside so as to indicate the nature and the character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking, or if in the opinion of the Carrier the Goods are liable or deemed liable to become dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight.

The Merchant undertakes to provide the Carrier with all accurate and up to date detailed information related to the nature, dangerousness, classification and stowage, storage and transportation of such Goods and that such Goods are packed, stowed and stuffed in a manner adequate to withstand risks of carriage having regard to their nature and in compliance with all laws and regulations which may be applicable during carriage.

Without prejudice to the generality of this clause, if the Goods are not packed into the Article of Transport by or on behalf of the Carrier, the Merchant undertakes that incompatible Goods are not packed in the same Article of Transport.

Subject to the sub-clause 22 (1) and where combined transport is involved the European Agreement for the International Carriage of Dangerous Goods by Road (ADR) and Annex 1 (RID) to the contract for International Carriage of Goods by Rail (CIM) or special arrangements made between the contracting parties in respect hereof apply to the appropriate leg.

Dangerous Goods must be removed from the port of discharge as soon as is practicable unless specific permission has been obtained for the Goods to remain in the port.

The Merchant shall be liable for any damage, loss and expense, howsoever caused, if the foregoing provisions, as applicable, are not complied with. Merchant shall indemnify and hold the Carrier harmless from and against any claims, losses, damages or expenses arising in consequence of any breach of the provisions of this Clause, whether or not the Merchant was aware of the nature of the Goods.

23 Shipper's Consolidation, Reefer and Heating Machines

If an Article of Transport has not been consolidated and prepared for conveyance by the Carrier, the Carrier shall, without prejudice to the rights available to the Carrier under Clauses 10 and 13 hereof, not be liable for damage to or loss of the Goods therein nor for damage to or loss of the Article of Transport itself and the Merchant shall indemnify the Carrier for any loss, damage or expenses incurred by the Carrier, if such loss, damage or expense is attributable to

a) overloading, negligent or inadequate consolidation, securing, lashing, covering or locking of the Article of Transport
b) the Goods being unsuitable for carriage in the Article of Transport actually used
c) the unsuitability or defective condition of the Article of Transport, unless the Article of Transport has been supplied by the Carrier and the unsuitability and/or defective condition would have been apparent by reasonable means of checking at the time when the Carrier accepted the Article of Transport for conveyance.
d) packing refrigerated or ventilated Goods that are not at the correct temperature for the carriage

The Carrier does not accept liability for the consequences of malfunctioning of refrigerating or heating machines (including thermostatic or ventilating control unit) attached to Articles of Transport.

The Merchant undertakes not to deliver for carriage any Goods which require refrigeration, ventilation or any special attention without previously giving written notice of the particular temperature range to be maintained by the Carrier on the thermostatic or ventilating control unit. The Merchant undertakes that he has checked the thermostatic or ventilating control unit and that it is properly and exactly set before receipt of the Goods by the Carrier. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligations and further does not guarantee the maintenance of any intended temperature inside the Article of Transport.

24 Heavy Lifts

All expenses relating to tendering, loading and discharging of Goods that require equipment, gear or appliances not permanently fitted to or available at the quayside or on a vessel to be for the Merchant's account. Notwithstanding the provisions of sub-clause (2) of Clause 13 the liability of the Carrier in respect of heavy lifts is limited to the period from the time when the Goods are loaded until the time they are discharged from a vessel.

25 Inspection of Articles of Transport

The Carrier is entitled, but not obliged, to open at any time any Article of Transport consolidated and prepared for conveyance by the Merchant in order to inspect such Article of Transport and its contents for the purposes of Clauses 22 and 23 (a) a – c or if any Article of Transport as aforesaid is opened and/or inspected by any Customs or other Government Authority at any time the costs and expenses of opening and/or inspection as aforesaid shall be for the Merchant's account and the Carrier shall not be liable for any loss, damage, delay, costs or expenses incurred or suffered by the Merchant by reason thereof and the Merchant shall indemnify the Carrier for all consequences arising from such openings and/or inspections. The Merchant is obliged to correct at his risk and expense any inadequacy or defect found failing which the Carrier is entitled to treat the transport as terminated and place the Goods at the Merchant's disposal at any place. In such case the Carrier is entitled to full freight and indemnification as described above in this Clause.

26 Special Rules on Industrial Waste

The Transport of Goods covered by the Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention on 22 March 1989) are carried only subject to prior approval of such a carriage from the Carrier.

27 Severability

In case any provision of these Standard Conditions of Carriage or Contract of Carriage is determined to be invalid or unenforceable under applicable national law or International Convention, such determination shall not affect the validity or enforceability of any other provision hereof or the entire Contract of Carriage or these Standard Conditions of Carriage. The compulsory stipulations in the applicable law or international convention shall prevail only in such respects as the terms differ but no further.