

## ##. SHIPPER WARRANTY

### (a) Definitions:

"**Goods**" means the whole or any part of the cargo and any packaging received from the Shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.

(b) The [ **Shipper / Buyer / Customer** ] represents and warrants that [ **Shipper / Buyer / Customer** ], the Bill of Lading shipper, the Bill of Lading consignee, the owner of the Goods, all person(s) owning or entitled to possession of the Goods or of a Bill of Lading, the receiver of the Goods or Bill of Lading, the holder of the Bill of Lading, and/or anyone acting on behalf of any such person, including but not limited to agents, servants, independent contractors, non-vessel operating common carriers ("NVOCCs"), and freight forwarders, are not subject to the Specially Designated Nationals and the Blocked Persons list of the United States Office of Foreign Assets Control or any sanction or prohibition imposed by any State, Supranational or International Governmental Organization.

(c) The [ **Shipper / Buyer / Customer** ] warrants that shipment(s) booked with the Carrier shall not be in any way connected with any of the parties, regions, areas, or countries subject to the Specially Designated Nationals and Blocked Persons list of the United States Office of Foreign Assets Control or any sanction or prohibition imposed by any State, Supranational or International Governmental Organization.

(d) The [ **Shipper / Buyer / Customer** ] further warrants that any of the Merchant(s), as defined in ONE Bill of Lading Clause 1.1., of the shipment(s) booked with the Carrier are not subject to the Specially Designated Nationals and Blocked Persons list of the United States Office of Foreign Assets Control or any sanction or prohibition imposed by any State, Supranational or International Governmental Organization, and is not in any way connected with any of the parties, regions, areas, or countries subject to the Specially Designated Nationals and Blocked Persons list of United States Office of Foreign Assets Control or any sanction or prohibition imposed by any State, Supranational or International Governmental Organization.

(e) In the event a breach of this warranty is suspected by the Carrier, in its absolute discretion, the Carrier reserves all rights to suspend performance, terminate the contract of carriage, and/ or claim damages and cost resulting from the breach. The Carrier may at its sole discretion return the Goods to the port of loading or make the Goods available to the [ **Shipper / Buyer / Customer** ] at any convenient port or place at the sole discretion of the Carrier, all of which shall be at the [ **Shipper / Buyer / Customer** ]'s own risk and expense howsoever caused. The Carrier shall be entitled to full freight on the Goods received for carriage, and the [ **Shipper / Buyer / Customer** ] shall pay any additional costs of the carriage to, and delivery and storage at such place or port. For the avoidance of doubt, the Goods shall participate in General Average.

(f) The [ **Shipper / Buyer / Customer** ] shall indemnify Carrier, its servants and agents, subcontractors, and carrying vessels and its owners against any and all (i) losses and damages in connection with the breach of its warranty stated herein; and (ii) claims brought by the owners of the Goods, Bill of Lading shipper, Bill of Lading consignee, and/or the holders of Bills of Lading, waybills or other documents evidencing contracts of carriage and/or against Carrier by reason of Carrier's compliance with such alternative voyage orders or delivery of the Goods in accordance with subpart (e) of this Section.