8.4. In the event of damage or loss occurring during ocean transportation moving between ports of the United States, consequential loss caused by delay or any other cause.

8. Limitation of Carrier’s Liability

Modal Transportation. U.S.C. sections 14706 and/or 11706 liability scheme if Carmack is compulsorily applicable to any stage of the Multi-Modal Transportation. Carmack may apply. Unless the nature and value of the Cargo have been declared by the Merchant and inserted in this Non-Negotiable Bill of Lading, the Carrier shall be deemed to have agreed to transport the Cargo under Carmack, if applicable, in the amount of U.S.$100 per package or unit or U.S.$0.50 per lbs. of gross weight of the Cargo lost, damaged or delayed, whichever is less. If the loss of or damage to the Cargo resulted from a peril for which Carmack does not apply or in tort, including, but not limited to, claims for indemnity and contribution and the aggregate liability of the Carrier and of such Subcontractors, servants or agents shall not exceed the limits set forth in Clause 8.

In entering into this contract as evidenced by this Non-Negotiable Bill of Lading, the Carrier, to the extent of these provisions, does not act on its own behalf, but only as agent for the class of persons identified in Clause 10.1, and such persons shall be entitled to be or be deemed to be parties to this contract.

10.3. If the loss or damage to the Cargo resulted from an intentional act or omission of the class of persons identified in Clause 10.1, done with intent to cause damage, or recklessly and with knowledge that such damage would probably result, such Subcontractor, servant, agent or other person shall not be entitled to the benefit of the limitation of liability set forth in Clause 8.

10.4. The aggregate of the amounts recoverable from the Carrier and the class of persons identified in Clause 10.1 shall not exceed the total amount recoverable from the Carrier.

11. Method of Route and Transportation

Within this Non-Negotiable Bill of Lading the Carrier shall have the liberty to carry the Cargo on or under deck and to choose or substitute the means, route, and procedure to be followed in the handling, stowage, storage, and transportation of the Cargo as the Carrier sees fit.

12. Delivery

12.1. The Cargo shall be deemed to be delivered when it has been delivered to or placed at the disposal of the Merchant or its agent, or in accordance with this Non-Negotiable Bill of Lading, or when the Cargo has been delivered to any authority or other party to which, pursuant to the law or regulation applicable at the place of delivery, the Carrier may be bound to deliver, or sold on theCarrier’s behalf in execution of a lien.

14. Lien

14.2. If the Cargo is unclaimed after 30 days from date the Cargo is placed at the disposal of the Merchant, or whenever the Merchant, the Carrier or any person acting on behalf of the Carrier has been entitled to deliver the Cargo, the Carrier may sell the Cargo privately or by public auction as the Carrier sees fit. The lien on the Cargo shall survive delivery to the Merchant. Carrier may sell the Cargo privately or by public auction as the Carrier sees fit. The lien on the Cargo shall survive delivery to the Merchant. Carrier may sell the Cargo privately or by public auction as the Carrier sees fit. The lien on the Cargo shall survive delivery to the Merchant. Carrier may sell the Cargo privately or by public auction as the Carrier sees fit. The lien on the Cargo shall survive delivery to the Merchant. Carrier may sell the Cargo privately or by public auction as the Carrier sees fit. The lien on the Cargo shall survive delivery to the Merchant. 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