

## VOYAGE CHARTER CLAUSE PARAMOUNT, 1958

Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied in this charterparty and it is expressly agreed that the Owners shall have the benefit of the "Rights and Immunities" in favour of the carrier or ship and shall assume the "Responsibilities and Liabilities" contained in the Enactment in the country of shipment giving effect to the rules set out in the International Convention for the Unification of certain rules relating to bills of lading: dated Brussels the 25th August, 1924 (the "Hague Rules"). If no such enactment is in force in the country of shipment the terms of Articles III and IV shall apply.

Notwithstanding the provisions of Article IV, rule 5, the Shipowner's liability (whether contested or not) in respect of any such claim shall be limited to £200 sterling lawful money of the United Kingdom per package or unit of cargo (unless the nature and value of such cargo have been declared by the Shipper before loading and inserted in the bill of lading) notwithstanding that some other monetary limit is laid down by the legislation to which the contract of carriage is subject.

If any provision of this Charterparty shall be repugnant to the said Rules to any extent, such provision shall be void to that extent, but no further. Any bill of lading issued pursuant to this Charterparty shall contain a clause paramount incorporating the Hague Rules whether they are compulsorily applicable or not.