BILL OF LADING - TERMS AND CONDITIONS

- Except as otherwise provided, herein this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of The United States of America, approved April 16, 1935, which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its reponsibilities or indilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall gove before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the Carrier. If this Bill of Lading is issued or delivered in a locality where there is in force a compulsory of the Carrier. It this bill of Earling's Essabed or derivered in a locality where there is in local a compulsory applicable Carriage of Goods by Sea Act Ordinance or Statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels August 25, 1924, it shall be subject to the provisions of said Act, Ordinance or Statute and rules thereto
- annexed.

 The Carrier shall be entitled to the full benefit of, and right to, all limitations of or exceptions fro authorized by any provisions of Sections 4261 to 4288, inclusive of the4 Revised Statutes of the States or of any other country whose laws shall apply.

- 2. In this Bill of Lading

 (a) "Carrier" means and includes the Carrier named on the face side hereof the vessel, her owner, Master operator, dernise charterer and if bound hereby the time charterer and any substitute Carrier whether the owner, operator, charterer or Master shall be acting as carrier or brage.

 (b) "Vessel" means and includes the ocean vessel on which the Goods are shipped. Named on the face hereof or any substitute vessel also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract.

 (c) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this bill of Lading, "The Condition of the Goods and the servants or agents."

 - or any or tnese. "Charges" means and includes freight and all expenses and money obligations incurred and payable by (d) the Merchant.
 - the Merchant. "Goods" means and includes the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier. "Container" means and includes any container, war, Iralier, transportable tank, flat, pallet or any similar articles of transport. "Person" means and includes an individual, corporation, partnership or other entity as the case may be. (e)
 - (f)
 - "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.
 - It is understood and agreed that other than the said Carrier, no person whatsoever (including the Master, of
- 3. It is understood and agreed that other than the said Carrier, no person whatsoever (including the Master, offers and crew of the vessel, all sevents, agents, employees, erpresentatives and all steworders, terminal operators, crane operators, watchmen, carpenters, ship cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable with respect to the goods as carrier ballee or otherwise, howsoever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the goods, all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described in contracting for the foregoing exemptions, limitations and exonerations from liability. The Carrier is acting as agents and inistee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party in this contract evidenced by this Bild of lading, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations or exonerations from liability that bose that the German are not entitled to any greater or further exemptions, limitations or exonerations from liability that bose that the German are not entitled to any greater or further exemptions, limitations or exonerations from liability that bose that the German is an expensibility. from liability than those that the Carrier has under this Bill of Lading in any given situation.

- A. Subject to all rights, privileges and limitations of and exonerations from liability tent hose that the Carrier has under this Bill of Landig in any given situation.

 4. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Landig in any given situation.

 (a) If loss or damage to the Goods or packages are in the custody of the ocean carrier, only the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and any law compublicity is policiable.

 (b) If loss or damage occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier(s) shall be responsible therefore, and any lability of the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and any law compublicity applicable.

 (b) If loss or damage occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier(s) shall be determined in respective order by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) shall be determined in respective order by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) shall be determined in respective order by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) shall be determined in respective order by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) and by the complex of the conditions and provisions of the applicable participating domestic or foreign Carrier(s) and by the conditions and provisions of the applicable participating domestic or foreign Carrier(s) and by the conditions and provisions of the applicable participating domestic or foreign Carrier domestic or packages with the Crumstance.

 (c) Notwithstanding subdivision (a) and (b) hereof, it is contemplated that the Goods or packages when the Coods or packages ar
- and any other laws applicable or relating therein provided, however, that nothing contained in this Bill of Ladia shall be deemed a surender by these domestic or foreign Carriers of any of their rights and immunities or an increase of any of their limitations of and exonerations from liability under their said Bill of Jading tariffs or law applicable or relating to said carriage. In making any arrangements for transportation by participating domestic or foreign Carrier of the Goods or packages carried hereunder either before or after oce3 an carriage, it is understood and agreed that the ocean Carrier acts to sleep's as agents of the merchants, without any other responsibility whatsoever, and it assumes no responsibility as Carrier for such domestic or foreign transportation. Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier and suit commenced as provided for in Clauses 30 and 31 hereof. Notice of loss or damage and claim carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Garrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) where applicable shall be filed with the participating domestic or foreign Carrier(s) w
- The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff o 5. The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff to Tariffs on file with the Federal marinime Commission, in currentstae Commerco Commission or any other regulatory body which governs a particular portion of this carriage and the terms and provisions of the said Tariff or Tariffs are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading, Copies of the relevant provisions of the applicable Tariff or Tariffs are obtainable from the Carrier, Federal maritime Commission interstate Commerce Commission or other regulatory body upon request in the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading, this Bill of

6. The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of, the on owning and entitled to the possession of the Goods and this Bill of Lading

- The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the relation to the Goods.
- As to through transportation, the Carrier undertakes to procure such services as necessary and shall hav As to through transportation, the Carrier undertakes to procure such services as necessary and shall have the right at its old discretion in select any mode of land, see or air transport and to arrange participation by other Carriers to accomplish the combined transport from place of recept to place of delivery. Whenever any stage of the combined transport is accomplished by any land or air Carrier or any other water Carrier, each such stage shall be controlled according to any law compulsorily applicable to such stage and according to the contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth herein.
- to the contracts, rules and tarms or early participanting Larrier, the same as it such contracts, rules and tarms were fully set forth herein.

 8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unless applicable law prohibits same if it thereupon appears that the contents or any part thereref cannot safely or properly be carried or carried further either at all or without incurring any additional expense or cannot safely or properly be carried or carried further either at all or without incurring any additional expense to taking any measures in relation to the Container or its contents or any part thereof. The Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open at any place, which storage against any reasonable additional expense so incurred.

 9. Carrier may containerize any 600000 or packages. Container may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and U.S. Carriage of Goods by Sea Act 1936 and similar legislation.

 10. Deck cargo (expect goods carried in containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality or animals) and the Carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section A, Sub-Section 2(a) to (p) incluse of the United States Carriage of Goods by Seas Act 1936 or formany matters mentioned in Section A, Sub-Section 2(a) to (p) incluse of the United States Carriage of Goods by Seas Act or form any other cause whatsoever not due to the fault to the Carrier any warranty of seaworthiness in the promises being hereby waved and the burden of proving liability being in all respects upon the Merchanta Except as provided above, such shipmen

- ed by Carrie
- The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call ther named in this contract or not also ports in or out of the advertised peneraphical or usual route or confiden 12. The scope of the woyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not also ports in or out of the advertised geographical or usual route or order even though in proceeding thereto the vessel may sail beyond the port of discharge named herein or in a direction contrary thereto, or return to the original port or depart from the direct or customary route and includes all canabs, straits and other waters. The vessel may call at any port for the purpose of the current, prior or subsequent voyages. The vessel may ont it calling at any port whether scheduled or not and may call at the same port more than once, may discharge the goods during the first or subsequent call at the same port more than once, may discharge the goods during the first or subsequent call at the same port more than once, may for matter occurring before or after loading, and either with or without the goods on board and before or after

- BILL OF LADING TERMS AND CONDITIONS

 proceeding towards the port of discharge adjust compasses, dry-dock with or without cargo on board, stop for repairs, shift berths, make trails trips or test, take fuel or stores, remain in port, lie on bottom, aground or at anchor, sail with or without plotts, or wan do te towed and save or attempt to save life or property and all of the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stored, bazardous cargo and sail armed or unamed and with or without convoy.

 The Carriers sailing schedules are subject to change without notice both as to the sailing date and date of arrival. If this is a Through Bill of Lading, no Carrier is blound to trasport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance or in time for any particular market or otherwise. No Carrier shall be liable for delay and any Carrier shall be the right to forward the goods by substitute Carrier.

 13. If at any time the performance of the contract evidenced by this Bill of Lading, to sikely to be affected by any hindrance, fix delay, difficulty of disadvantage of whatsoever kind which cannot be avoided by the secretic of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant trast the performance of this contact as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation and the Merchant thall pay any additional costs of carriage to and delivery and storage at such place or port.

 14. If the Carrier makes a special agreement whether by stamp hereon or otherwise to deliver the Goods and that charge of the codds shall be diskney only if, in the sole judgment of the Carrier, the ve

the vessel at the designated destination, discharge the goods continuously, sundays and holidays included, at all such shost by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier Shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf, craft or the cloading or discharge or any part of the either that the Goods are upon the wharf, craft or the cloading or discharge in the cloading of the considered to be destinating and delivery charges and pier doubt what was the Goods are shoulded in the freight herein provided for if the Goods are not taken away by the consignee by the expiration of the next working days after the Goods are at this disposal, the Goods may, at Carrier's option and subject to Carrier's lien be seried or warehouse or be permitted to let where landed, but always at the expense and risk of the considered to be offer or warehouse or be permitted to lie where landed, but always at the expense and risk of the considered to be done the responsibilities of the Carrier in any capacity shall padepeter cease and the Goods shall be considered to be offer or warehouse or despension of the Goods, except as may be otherwise provided in the Bill or Idading.

16. As ports or places where, by local law authorities or customs, the Carrier is required to discharge cargo to where the considered in the Bill or Idading.

16. As ports or places where, by local law authorities or customs, the Carrier is required to discharge cargo to make the control of the provided in the Bill or Idading.

16. As ports or places where, by local law authorities or or where whareas error available which the ship can get to lie at or takey or where whareas error are one available which the ship can get to lie at or lawes, always safely affort of where conditions prevailing at the time render discharge at a wharf

expense of the Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery and any further responsibility of Carrier with respect to the goods shall thereupon terminate.

17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority or having under the terms of the mortgage of insurance on the vessel or other transport the right to give such order, directions or recommendation. Discharge or delivery of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfilliment of the contract. Any extra expense incurred in connection with exercise of the Carrier's liberty under this clause shall be

paid by the Merchant in addition to freight and charges.

18. Whenever the Carrier or Master may deem it advisable or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carrier will not call, the Carrier may, without notice, forward the whole place(s) at which the vessel or participating carrier will not call, the Carrier may, without notice, forward the whole or any part of the shipment before or after loading at the original port of shipment or any other place or places even though outside the scope of the voyage or the route in or beyond the port of discharge or the destination of the Goods by water, by land or by a ir or by any combination thereor, whether operated by the Carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the shipment. The carrier may delay forwarding waiting a vessel or conveyance in its own service or with another Carrier or to a lighter Port Authority warehouseman or other ballee of transshipment, the liability of this Carrier shall absolutely cease when the Goods are out of its exclusive possession and shall not resume until the Goods again come into its exclusive possession and the responsibility of this Carrier during any

service or with another Carrier or to a lighter Port Authority warehouseman or other balies of transshipment, the liability of this Carrier shall absolutely case when the Goods are out of its exclusive possession and shall not resume until the Goods again come into its exclusive possession and the responsibility of this Carrier shall absolutely case when the Goods are out of its exclusive possession and the responsibility of the Carrier shall be without any other responsibility what ower. The carrieg by any transshipping of Carrier shall be without any other responsibility whatsoever. The carriage by any transshipping of carrier and all transshipment of forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, consignment note, contract or other shipping document used at the tem by the Carrier performing such transshipment or forwarding shall be subject to all the terms whatsoever and wheresoever occurring and whether existing or anticipated before commencement or druing the combined transport which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention damage, delay or disadvantage or loss to the carrier or any part of the Goods to make it unsale, improduent or unlawful for any reason to reverely, keep, lad or carry the goods or or discharge or delivery or to give rise in delay or difficulty in proceeding by the usual or intended route the Carrier or the Master may decline to receive, keep lad or carry the goods or make it unsale, improduent or unlawful for any reason to reverely, keep, lad or to give rise in delay or difficulty in proceeding by the usual or intended route the Carrier or the Master may decline to receive, keep lad or carry the goods or my deven an originate or the carrier or the security of the Goods at the part of discharge or the Goods and the carrier or the security of the Goods at the part of discharge or the Good and the carrier or the security of the Goods at the part of discharge or the Good and the

containers, vans, trailers, transportable tanks, flats, palletized units and all other packar

unloading.

21. When containers, vans, trailers, transportable tanks, flats, palletized units and all other packages (all hereinafter referred to generically as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight load and count". Carrier has no reasonable means of checking the quantity weight, condition or existence of the contents thereof and does not represent the quantity, weight, condition or existence of the contents thereof and does not represent the quantity, weight, condition or existence of the contents thereof and does not represent the quantity, weight, condition or existence of the contents. Carrier shall have no responsibility or liability whatsoever therefore or for the packing, loading, securing and/or stowage of contents of such cargo units or the liabile for moreceipt or misdescription of such contents. Carrier shall have no responsibility or liability whatsoever therefore or for the packing, loading, securing and/or stowage of contents of such cargo units or properly to contain their contents.

The Merchant, whether principal or agent by packing or loading the cargo unit and/or by allowing the cargo unit to be packed or loaded, represents, guarantees and warrants (pithat the Goods are properly described, marked and safely and securely packed in their respective cargo units that such cargo units and as and and and the cargo units and the cargo units and their contents or to their other cargo or property or persons. (b) that all particular with regards to the cargo units and their contents or to their other cargo or or property or persons. (b) that all particular with regards to the cargo units and their contents and the weight of each said cargo unit are in all respects correct and (c) that they have scentiated and fully disclosed in writing to the Carrier and all participating Carriers on or prior to siphienent any condition, ingredient or characterists of the Goods which might er of the Goods and even though such injury, death, loss or damage is caused in whole or in part by fault of the Carrier or unseaworthine

The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier and the Carrie shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, coopering, baling, reconditioning of the Goods and gathering of loose contents of package, also for expenses for repairing containers

damaged while in the possession of the Merchant for demurrage on containers and any payment is expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier vessel or convergence in connection with the Goods, howsower caused, including any action or requirement of any government authority or person purporing to act under the authority thereol; seture under legal process or attempted seizure, incorrect or incufficient marking, numbering or addressing of containers, packages process or attempted seizure, incorrect or incufficient marking, numbering or addressing of containers, packages or description of the contents, failure of the Merchant to procure consular Board of Health or other certificates to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant The Carrier lines halls survive delivery and may be enforced by private or public sale and without notice.

23. Freight shall be payable, ac Carrier's option, on actual gross intake weight or measurement or on a ctual gross intake weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper heerin, but Carrier may as previously stated herein at any time open the packages or containers and examine weight, measure and value the Goods (unless applicable law prohibits same) in case shipper's particulars are found to be erroreous and additional ringith payable, act Carrier's particulars are found to be erroreous and additional ringith payable, and the Merchant and the Goods shall be lable for any expense incurred for examining, weighting, measuring and valuing the Goods. All registers are active to pay the control of the Coods of the private of the Goods and the payable of the Coods and the payable of the Coods and the

The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes to representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carrier of receipt of goods of the weight or quantity o inserted in the Bill of Lading

Neither the Carrier nor any corporation owned by subsidiary to or associated or affiliated with the Carrier 2.6. Nettire the Cartier for any Cuprocard unwired by subsonity for absoluted or alimited with the Cartier shall be liable to answer for or make goods any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship by reason or by means of any fire whatsoever unless such fire shall be cause by its design or neglect or by its cauta flaul to privity. In any case where this exemption is not permitted by law, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

27. If the vessel comes into collision with another vessel as a result of the fault or negligence of the other vessel

and any act, neglect or default of the Carrier, Master, manner, pilot or the servants of the Carrier in the navigation or in the management of the vessel the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represent loss of, or damage to, or any claim whatsoever of the Merchant paid or payable by the other or non-carrying vessel or her owners insofar as such loss or liability represent loss of, or damage to, or any claim whatsoever, of the Merchant paid or payable by the other non-carrying vessel of her owner to the Merchant and set off recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or object other than or in addition to the colliding vessel or object are at fault in respect of a collision contact stranding or other accident.

This provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America.

General average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 except rule XII

Intra provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America.

28. General average shall be adjusted, stated and settled according to York-Antwerp Rules 1974 except rule XII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usage of New York.

In such adjustment, disbursments in foreign currencies shall be exchanged into United States money at the rate prevailing on the last day of discharge at the part or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security is a may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the control on the option of the control of the Carrier of the States (States) and the Carrier of the C

- rought about in index by the claimer, index under his land to the claim of an index of the ship by the shipper and put in the actual possession of and a written receipt therefore is given by the Master or other officer in charge. Such valuable will only be delivered by the Carrier aboard the ship on a presentation of bills of falling properly endorsed and upon such delivery on board the Carrier's responsibility shall cease. If delivery is not so take promptly after the ship's arrival at the port of discharge the goods may be retained cease. In leaverly is not so that printipmy arter it is slips arrived at the port or discharge the goods may be recaimed aboard or landed or carried on solely at the risk and expense of the good moisture, is not a condition of admage 33. It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo and acknowledgement of receipt of the Goods in apparent good order
- and condition is not a representation that such condition of rust, oxidation and the like did not exist on receipt Nothing in this Bill of Lading shall operate to deprive the Carrier of its statutory protection or exemption from, or limitation of liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be separable and if any part or term hereof shall be held invalid, such holding shall
- not affect the validity or enforceability of any other part or terms hereof. 35. All shipments subject to a 4% Handling Fee unless the payment is Collect. Cash. Check or Bank Transfe