Bill of Lading

Terms and Conditions

1. (a) Except as otherwise provided herein this bill of lading shall have effect subject in the provisions of Carriage of Goods by Sea Act (hereinafter ‘COGSA’) of the United States of America approved April 16, 1936, which shall not be deemed a surrender by the carrier of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the goods are in the custody of the carrier.

(b) The carrier shall be entitled to the full benefit of and right to all limitations of or exceptions from, liability authorized by any provisions of COGSA and amendments thereto and of any other provision of the laws of the United States or of any other country whose laws shall apply.

(c) This bill of lading is the entire contract of carriage. It supersedes all prior agreements, dock receipts, freight engagements and other arrangements relating to carriage of the goods. It also supersedes all contrary customs and practices of any port. In accepting this bill of lading, the merchant expressly agrees to be bound by it as fully as if he has signed it.

2. In this bill of lading:

(a) “Bill of Lading” means this bill of lading including all of its terms, conditions, stipulations and defenses, whether printed stamped, written or otherwise incorporated. Incorporated into this bill of lading are:

The carrier’s applicable tariff.

On multi-modal shipments, the defense available to all underlying carriers

(b)“Carrier” includes any one or more of the following persons weather acting as carrier or bailee:

A non-vessel operating common carrier as defined in the Shipping Act of 1984.

The vessel.

The vessel’s owner(s).

The demise charterers (if bound by this bill of lading).

The vessel time charterers.

Any subcontracted or substituted carriers.

Any underlying carriers.

(c) “Charges” means and includes freight and all expenses and money obligations incurred and payable by the merchant.

(d)“Container” means and includes any container, van, trailer, transportable tank, flat, pallet or any similar article of transport.

(e) “Defenses” means all rights, remedies (including provisional remedies), defenses, benefits, disclaimers, liberties, immunities, exceptions, exemptions, time bars/limitations of action, and limitations of and exonerations from liability, however designated, which might defeat or diminish any recovery against the carrier. Unless otherwise specified, this term includes legal, equitable and contractual defenses.

(f) “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.

(g) “Mandatory Laws” means any law which cannot be waived or changed by private agreement.

(h)“Merchant” means and includes the shipper, consignee, receiver, holder of this bill of lading, owner of the goods or person entitled to the possession of the goods and the servants or agents of any of these.

(i) “Participating Carrier” means and shall include any other water, land or air carrier performing any stage of the multi-modal transportation.

(j) “Person” means and includes an individual, corporation, partnership or any other entity as the case may be.

(k)“Underlying Carrier” means all water, rail, motor, air and other carrier(s) not engaged by the merchant and who are used for all or part of any multi-modal carrier of the goods.

(l) “Underlying Carrier’s Bill of Lading” includes all:

Bills of lading,

U.S. Interstate Commerce Commission (“ICC”) Uniform Bills of Lading,

Waybills,

Freight contracts,

Contracts of carriage,

Contracts of affreightment, however designated, including all terms, conditions, stipulation and defenses, whether printed, stamped, written or otherwise incorporated, which are issued by an underlying carrier for the goods. The underlying carrier’s applicable tariff shall be deemed incorporated into its underlying carrier’s bill of lading.

(m) “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.

3. (a) If the goods are carried to or from ports of the United States then this bill of lading shall have effect subject solely to the provisions of COGSA.

(b)Except as provided in Clause 3(a) above, if it is adjudged that any mandatory law applies to this bill of lading, then the bill of lading shall have effect subject to such mandatory laws but that shall not affect the carrier’s right to limit its liability as provided in Clause 26.

(c) If it is adjudged that any provisions of this bill of lading be repugnant to law, then such provision shall be void that extent but no further.

(d)In any case, the carrier shall have the benefit of all defenses available to it under this b of lading and under the laws referred to in Clauses 3(a) and (b). These defenses shall further contractually apply:

Before the goods are loaded on and after they are discharged from the vessel;

Through the entire time the goods are in the actual custody of the carrier; and

Despite the fact that loss did not occur at sea.

(e) In multi-modal shipments, it is expressly intended that the defenses referred to in clause 3(d), above, extend to the underlying carriers and any overland and air portions of the carriage. Any such defenses which appear on their face to apply only to ocean carriers shall nevertheless apply by analogy to the underlying carriers and to any overland and/or air portions of the carriage. Liability shall be defeated or diminished in accordance with the general principles on which such ocean carrier defenses are based.

(f) The carrier’s defenses (including any defenses which may be inconsistent with one another) are cumulative. The carrier’s reliance on, or assertion of, one defense does not waiver or limit its right to concurrently and/or subsequently rely on or assert other to inconsistent defenses. Nothing in this bill of lading shall be interpreted or constructed as (i) a surrender of any defenses, or (ii) any increase of any of its legal or contractual obligations.

4. (a) All legal proceeding against the carrier arising under this bill of lading must be brought exclusively in the particular jurisdiction to be chosen solely by the carrier.

(b)At the carrier’s sole option, any claims against the carrier arising under this bill of lading shall be referred to arbitration in the particular arbitral forum to be chosen by the carrier. One arbitrator shall be nominated by the carrier, one by the claimant(s), and a third arbitrator by the two arbitrators so nominated. The arbitrators shall be commercial person(s) generally known as knowledgeable in admiralty matters. The arbitrators’ award may be made a judgment of any court of competent jurisdiction.

(c) In any action or arbitration brought under Clauses 4(a) or (b), the merchant waives any objection to the exercise of jurisdiction over his person and to propriety or convenience of the venue or forum.

5. (a) The carrier shall be entitled to subcontract any vessel and to subcontract all or any part of the carriage.

(b)It is expressly agreed that any and all servants, agents and independent contractors (including the Master, officers and crew of the vessel, all employees, representatives, terminal operators, warehousemen, stevedores, watchmen and all other subcontractors and independent contractors whatsoever) used or employed by the carrier in connection with the performance of any of the carrier’s obligation under this bill of lading, in consideration of their agreement to be so used or employed, shall be express beneficiaries under this bill of lading and shall have the benefit of all defenses to which the carrier is entitled, so that in no circumstances shall any servant, agent or independent contract of the carrier be under any liability, in contract or in tort, greater than that of the carrier.

(c) It is also expressly agreed that for purposes of this Clause 5, the carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all who are or may be its agents, servants or independent contractors from time to time in connection with the performance of any of the carrier’s obligations under this bill of lading, and that all such persons shall to this extent be or be deemed to be parties to the contract contained in or evidenced by this bill of lading.

6. Subject to all rights privileges and limitations of and exonerations from liabilities granted to the ocean carrier under this bill of lading or by law and any liability by respective Participating carriers for loss or damage to the goods or packages carried here under shall be governed by the flowing:

(a) If the goods are to be transshipped (as indicated in the “for transshipment to” box on the reverse side), then the carrier’s responsibility as a carrier shall not commence until the goods are delivered by the transshipping vessel at the port of loading.

(b)If transshipment occurs at the port of discharge, the carrier’s responsibility shall terminate when the goods are delivered to the on-carrier at the port of discharge.

(c) In making arrangements for transshipments or forwarding, the carrier is acting only as agent of the merchant.

(d)The carrier shall not be responsible for any loss arising or resulting from:

vandalism including sabotage and malicious mischief,

fraud,

theft (including robbery, burglary, larceny, and pilferage) by any person (whether or not employed by the carrier) occurring (a) before loading, (b) after discharge, or (c) at any time while the goods are in the custody of the carrier.

(e) On port-to-port shipments, the carrier shall have no liability for any loss occurring before loading, after discharge or while the goods are not in the carrier’s custody.

(f) On multi-modal shipments, the carrier’s liability for loss during overland or air transportation shall be determined as follows.

In the United States – With respect to air or overland transportation in the United States, liability shall be governed by this bill of lading. If it is adjudged that this bill of lading cannot govern such liability, then the carrier’s liability will be governed by:

The underlying carrier’s bill of lading and tariff, or

If there is a private contract of carriage between the carrier and the underlying carrier, by private contract.

(g) With respect to road and/or rail transportation between countries in Europe, liability shall be governed respectively by:

(1) the convention on the contract for the International Carriage of goods by Road dated May 19, 1965 (also known as the CMR), and

(2) the International Convention covering Carriage of goods by Rail dated February 25, 1961 (also known as CMI).

(h)In all cases not covered by this section liability shall be governed by this bill of lading. If it is adjudged that this bill of lading cannot govern such liability, then the carrier’s liability will be governed by:

The underlying carrier’s bill of lading or contract, or

In the absence of an underlying carrier’s bill of lading or contract by the international law of the state in which the air, rail or motor transportation took place.

With respect to a loss occurring during carriage, when it cannot be established in whose custody the goods were when the loss occurred, it shall be conclusively presumed to have occurred during the sea carriage.

7. The goods carried hereunder are subject to all the terms and provisions of the carrier’s applicable tariff or tariffs on file with the Federal Maritime Commission, Interstate Commerce 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.

8. The merchant warrants that in agreeing to the terms and conditions hereof, he is or has the authority of the person owning and entitled to the possession of the goods and this bill of lading.

9. 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 the same. If it thereupon appears that the contents of any part thereof cannot safely or properly be carried any further, either at all or without incurring any additional expense or 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 expenses 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 shall be deemed to constitute due delivery under this bill of lading. The merchant shall indemnify the carrier against any unreasonable additional expense so incurred.

10. Carrier may containerize any goods or packages. Containers may be stowed on deck or under deck, and when so stowed, shall be deemed for all purposes stowed under deck, including for general average and U.S. Carriage or Goods by Sea Act, 1936 and similar legislation.

11.Deck cargo (except goods carried in containers on deck) and live animals are received and carried solely at merchant’s risk (including accident or mortality of animals), and the carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters described in Section 6, inclusive, of the United States Carriage of Goods by Seas Act or from any other cause whatsoever not due to the fault of the carrier. Any warranty of seaworthiness in the premises being herby waived and the burden of proving liability being in all respects upon the merchant. Except as provided above such shipments shall be deemed goods and shall be subject to all terms and provisions of this bill of lading related to goods.

12. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and when furnished may entail an increased freight rate or charge. Shipper shall advise carrier of desired temperature range when delivering goods to carrier, and carrier shall exercise due diligence to maintain the temperature within a reasonable range while the container(s) are in its custody or control. The carrier does not, however, accept any responsibility for the functioning or heated or refrigerated container(s) not owned or leased by carrier.

13. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not. Also included within the scope are ports in or out of the advertised, geographical or usual route or order even through in proceeding there to 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 canals, straits and other waters. The vessel may call at any port for the purpose of the current, prior or subsequent voyages. The vessel may omit 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 port of discharge; may for matters occurring before or after loading, and either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock with or without cargo on board, stop for repairs, shift berths, make trait trips or tests, take fuel or stores, remain in port, lie on bottom, aground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo and sail armed or unarmed 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 bound to transport the shipment by the 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 have the right to forward the goods by substitute carrier.

14. The carrier may at any time, and without notice to the merchant:

(a) Use any means of carrier whatsoever.

(b)Transfer the goods from one conveyance to another including, but not limited to, transshipping or carrying them on a vessel other than that named on the face of this bill of lading.

(c) Proceed by any route in the carrier’s discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever, once or more often, and in any order.

(d)Load or unload the goods at any place or port (whether or not the place of delivery or port of discharge) and store the goods at any such place or port.

(e) Comply with orders, directions or recommendations given by (a) any governmental authority, agency or instrumentally (b) any persons authorized to give same under the terms of the insurance on the vessel.

(f) Permit the vessel or proceeding with or without pilots, to tow or be towed, or to be dry-docked.

15. If at any time the performance of the contract evidence by this bill of lading is or likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the carrier (whether or not the transport is commenced) may without notice to the merchant treat the performance of this contract as terminated and at any place or port which the carrier may deem safe and convenient where upon 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 shall pay any additional costs of carriage to and delivery and storage at such place or port.

16. If the carrier makes a special agreement whether by stamp herein or otherwise to deliver the goods at a specified dock or place, it is mutually agreed that such agreement shall be construed to mean that the carrier is to make such delivery only if in the sole judgment of the carrier the vessel can get to, lie at, and leave said dock or place, always safely afloat, and only if such dock or place is available for immediate receipt of the goods and that otherwise the goods shall be discharged as otherwise provided in this bill of lading, whereupon all responsibility of carrier shall cease.

17. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the carrier without giving notice either of arrival or discharge, may immediately upon arrival of the vessel at the designated destination, discharge the goods continuously Sundays and holidays included, at all such hours 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 wharf, craft or other loading discharging place.

Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight hererin provided for. If the goods are not taken away by the consignee by the expiration of the next working day after the goods are at his disposal, the goods may at the carrier’s option and subject to carrier’s lien be sent to store or warehouse or be permitted to be permitted to be where landed, but always at the expense and risk of the Foods. The responsibilities of the carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into custody of Customs or other authorities into that of any municipal or governmental concessionaire or deposit. The carrier shall not be required to give any notification of disposition of the goods except as may be otherwise provided by this bill of lading.

18. At ports or places where by local law authorizes or custom, the carrier is required to discharge cargo to lighters or other craft where it has been so agreed to where wharves are not available which the ship can get to, be at, lie at, or leave, always safely afloat, or where conditions recalling at the time render discharge at a wharf dangerous, imprudent, or likely to delay the vessel, the merchant shall promptly furnish lighters or other craft to take delivery alongside the ship, at the risk and expense of the goods. If the merchant fails to provide such lighters or other craft, carrier, acting solely as agent for the merchant, may engage such lighters or other craft at the risk and expense of the goods. Discharge of the goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of the carrier with respect to the goods shall thereupon terminate.

19. The carrier shall have liberty to comply with any order, direction or recommendation 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 or insurance of the vessel or other transport the right to give such orders, directions or recommendations. Discharge or delivery of the goods in accordance with the said order, direction or recommendations shall be deemed a fulfillment 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.

20. 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 or any part of the shipment, before or after loading at the original port of shipment, or any other place or places even through outside the scope of the voyage or route to or beyond the port of discharge or the destination of the goods by water, land, air or by any combination thereof, 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 awaiting a vessel or conveyance in its own service or with which it has established connections. In all cases where the shipment is delivered to another carrier or to a lighter, port authority warehouseman or other bailee for transshipment, the liability of this carrier shall absolutely cease when the goods are out of its exclusive possession and shall not be resumed until the goods again come into its exclusive possession and responsibility of this carrier during any such period shall be that of an agent of the merchant and this carrier shall be without any other responsibility whatsoever. The carriage by any transshipping or on-carrier and all transshipment or 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 time by the carrier performing such transshipment or forwarding.

21. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement or of during 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 unsafe, imprudent or unlawful for any reason to receive, keep, load or carry the goods, or commence or proceed on or continue the transport or to enter or discharge the goods or disembark the passengers at the port of discharge, or the usual or agreed intended place of discharge or delivery, or to give rise to delay or difficulty in proceeding by the usual or intended rout, the carrier or the Master may decline to receive, keep, load or carry the goods or may devan Container(s), contents or any part thereof and may require the merchant to take delivery of the goods at the place of receipt of any other point in the combined transport and upon failure to do so, may warehouse the goods at the risk and expense of the goods, or the vessel, whether or not proceeding towards or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place or discharge therein or attempting to discharge the shipment, may discharge the goods and/or devan the contents of any Containers(s) at another port, depot, lighter, craft, or other place, or may forward or transship them as provided in this bill of lading, or the carrier or the Master may retain the goods, vanned or unvanned, on board until the return of the vessel to the port of loading or to the port of discharge or until such time as carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided. The carrier or the Master is not required to give notice of such devanning or of discharge of the goods or of the forwarding thereof as herein provided. When the goods are discharged from the ship as herein provided, such shall be at the risk and expense of the goods. Such discharging shall constitute complete delivery and performed under the contract and the carrier shall be free from any further responsibility, unless it be showed that any loss or damage to the goods arose from the carrier’s negligence in the discharge and deliver as herein provided, the burden of establishing such negligence being on the merchant. For any service rendered to the goods as herein above provided, or for any delay or expense to the vessel caused as a result thereof, the carrier shall be entitled to a reasonable extra compensation, and shall have lien on the goods for such carriage. Notice of disposition of the goods shall be mailed to shipper or consignee named in this bill of lading. Goods shut out from the vessel named herein for any cause may be forward on a subsequent vessel of this line or at the carrier’s option, on a vessel of another line or by another mode of transportation.

22. When any cargo unit owned or leased by carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this bill of lading, owners of the goods and person entitled to the possession of the goods shall be and remain liable, jointly, and severally, for any loss or damage to the cargo unit during such loading or discharge, howsoever occurring, until the cargo unit is returned to carrier’s custody, at tariff rates, for any delay beyond the time allowed for such loading or discharge, and for any loss, damage or expense incurred by carrier as a result of the failure to return the cargo unit to the carrier in the same sound condition and state of cleanliness as when received by shipper. Such loss, damage, expenses or delay shall constitute a lien on the goods.

When a cargo unit is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unity and take delivery of its contents, irrespectively of whether the goods are damaged or not, carrier shall not be liable for loss or damage caused to the goods by or during such unpacking or unloading.

23. When Containers, vans, trailers, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically “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, does not represent the quantity, weight, condition or existence of such contents, as furnished by the shipper and inserted in this bill of lading, to be accurate, and shall not be liable for nonreciept or misdescription of such contents. Carrier shall have no responsibility or liability whatsoever therefor or for the packing, loading, securing and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting therefrom, or for the physical suitability or structural adequacy of such cargo units 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 backed or loaded, represent, guarantees and warrants; (a) that the goods are properly described, marked and safely and securely packed in their respective cargo units, that such cargo units are physically suitable, sound and structurally adequate properly to contain and support the goods during handling and on the transport; and that the cargo units may be handled in the ordinary course without damage to themselves or their content, or to the vessel or conveyance or to their other cargo, or property, or persons; (b) that all particulars with regard to the cargo units and their contents, and the weight of each said cargo unity, are in all respects correct; and (c) that they have ascertained and full disclosed in writing to the carrier and all Participating carriers on or prior to shipment, and ingredient or characteristic of the goods which might indicate that they are inflammable, explosive, corrosive, radioactive, noxious, hazardous or dangerous in nature, or which might cause damage, injury or detriment to the goods, or to the vessel, conveyance or other cargo or to property or person that they have complied full with all statues, ordinances and regulations of the Department of Transportation of the United States of American and all other regulatory bodies with respect to the labeling, packaging and preparation for shipment of all such goods.

The shipper, consignee, receiver, holder of this bill of lading, owner of the goods and persons entitled to the possessions of the goods jointly and severally agree fully to protect and indemnity carrier, and to hold it harmless in respect to any injury or death of any person, loss or damage to cargo, cargo unit or any other property, or to the vessel or conveyance or expense or fine arising out of or in any way connected with breach of any of the foregoing representations or warranties, however occurring, even without fault of shipper, consignee and/or owner of the goods, and even through such injury, death, loss or damage is caused in whole or in party by the fault of the carrier or unseaworthiness.

24. The merchant and the goods themselves shall be liable for the and shall be indemnify the carrier, and the carrier shall have a lien on the goods for all expenses of mending, repairing, furnigating, repacking, coopering, baling, reconditioning of the goods and gathering of loose contents of the

packages, also for expenses for repairing Containers damaged while in the possessions of the merchant for demurrage on containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the carrier, vessel or conveyance in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient 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 authorizes at any port or place or any act or omission of the merchant. The carrier’s lien shall survive delivery and may be enforced by private or public sale and without notice.

25. Freight shall be payable, at carrier’s option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value of other basis. Freight may be calculated on the basis of the particulars of the goods furnished by the shipper herein, but the carrier may, as previously stated herein, at any time open the packages or containers and examine, weigh, measure and value the goods (unless applicable law prohibits same). In case shipper’s particulars are found to be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to place of deliver named herein and advance charges (including on-carrier’s) shall be considered completely earned on receipt of the Goods by the carrier, whether the freight be stated or intended to be prepaid or to be collected at destination; and the carrier shall be entitled to all freight and charges, extra compensation, demurrage, detention, general average, claims and any other payments made and liability incurred with respect to the Goods, whether actually paid or not, and to received and retain them irrevocably under all circumstances whatsoever, vessel, conveyance and/or cargo lost, damage or otherwise, or the combined transport changed, frustrated or abandoned in case of forced abandonment or interruption of combined transport for any cause, any forwarding of the goods or any part thereof shall be all the risk and expense of the Goods. All unpaid charges shall be paid in full, without any offset, counterclaim or deduction in the currency of the place of receipt, or, at carrier’s option, in the currency of the place of delivery at the demand rate of New York exchange as quoted on day of arrival of the Goods at the place of delivery.

The merchant shall be jointly and severally liable to the carrier for the payment of all freight charges and the amounts due to the carrier, and for any failure of either or both to perform his or their obligation under the provisions of this bill of lading, and they shall indemnify the carrier against, and hold harmless from, all liability, loss, damage and expense which the carrier may sustain or incur arising or resulting from any such failure of performance by the merchant. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the merchant for all purposes and any payment of freight to such person, firm or corporation, shall be considered payment to the carrier in any event.

The carrier shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all freight charges and damages of any kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lien, and may enforce this lien by public or private sale without notice. The shipper, consignee, receiver, holder of this bill of lading, owner of the Goods

and person entitled to the possession of the Goods shall be jointly and severally liable to the carrier for the payment of all freight, charges and damages as aforesaid and for the purpose of these obligations of each of them hereunder.

26. (a) The carrier’s right to limit its liability to specific monetary amount shall be determined by this Clause 26.

(b)Unless the nature and value of the goods have been declared by the merchant before shipment, agreed to by the carrier, inserted in this bill of lading, and the applicable and valorem freight as set out in the carrier’s tariff is paid, the carrier shall in no event be liable, whether as baille or carrier, to any person(s) for any loss in connection with the carriage of Goods or for contribution and/or indemnify in respect of such loss in an amount exceeding that provided for in Clause 26(c).

(c) The carrier’s liability shall be limited as follows:

On shipments to or from the United States – U.S. dollars $500.00 (or its equivalent in another currency) per package or, where the goods are not shipped in packages, per customary freight unity, regardless of whether COGSA applies.

On shipments to and from Canada – Canadian dollars $500.00 (or its equivalent in another currency) per package regardless of whether COGWA applies.

Where Clause 26(c)(i) and (ii) do not apply, the limitation shall be that provided by the Hague Rules or corresponding law in force in the country in which any action is brought. This Clause 26(c) (iii) shall not apply to any bill of lading governed by COGSA or COGWA.

If the actual value of the Goods per package or per customary freight unit exceeds the declared value, the value shall nevertheless be declared value. Any partial loss shall be adjusted pro rata on the basis of the declared value. In no event does this Clause increase the carrier’s liability.

(d)If despite conditions otherwise contained herein, the carrier is heled liable for early or delayed arrival of the Goods, its liability shall be limited to the freight charges for the Goods.

27. Carrier shall be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.

28. 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 barrier, and carrier makes no representation with regard to the accuracy thereof. This bill of lading shall not be deemed evidence against the carrier of receipt of Goods by weight or quantity so inserted in the bill of lading.

29. Neither the carrier nor any corporation owned by it, subsidiary to or associated or affiliated with the carrier shall be liable to answer for any or make good 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 caused by its design or neglect, or by its actual fault or privity.

In any case where this exemption 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.

30. If the vessel comes into collision with another vessel as a result of the faulty or negligence of the other vessel and any act, neglect or default of the carrier, Master, mariner, pilot or 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 and her owner(s) insofar as such loss of liability represents loss of, or damage to, or any claim whatsoever of the merchant, paid or made payable by the other or non-carrying vessel or her owner(s) to the merchant and set-off, recouped or recovered by the other non-carrying vessel or her owner(s) as part of their claim against the carrying vessel or carrier.

The foregoing provisions shall also apply where the owner(s), operators of those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects 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.

31. General average shall be adjusted, stated and settled according to the 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, disbursement in foreign currencies shall be exchanged into United States money at the rate prevailing on the date made, and allowances for damage to cargo claimed in foreign shall be converted at the rate prevailing at the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the carrier shall be furnished before delivering of the Goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the Goods and for any salvage and special charges thereon shall, if required, be made by the Goods, shippers, consignee or owners of the Goods to the carrier before delivery of the Goods. Notwithstanding anything hereinbefore contained, such shall be the option of the carrier be payable in United States currency and be reminted to the adjuster pending settlement of the general average and refunds of credit balances, if any, shall be paid in United States currency. In addition to the circumstances dealt with in the 1974 York-Antwerp Rules, it is agreed that if the carrier has used due diligence in the stowage of cargo, and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stage, the cost of handling, discharge, reloading and restowing cargo shall be allowed in general average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.

In the event of accident, danger or disaster, before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible by statute, contract or otherwise, the Goods, the shipper, consignee, receiver, holder of this bill of lading, owner of the Goods and person entitled to the possession of the

Goods, jointly or severally, shall contribute with the carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods if a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship or ships were owned or operated by strangers. Cargo’s contribution in general average shall be paid to the ship owner even when such average is the result of fault, neglect or error of the Master, pilot, offers or crew. The merchant expressly renounces and all codes, statues, laws or regulations which might otherwise apply.

32. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of or damage and general nature of it be given in writing to the carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to the delivery thereof under the bill of lading or, if the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prime facie evidence of the delivery by the carrier of the Goods or packages as described in this bill of lading.

33. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the carrier and the vessel shall be discharged from all liberty in respect of loss, damage, misdelivery, delay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or package or the date when the goods or package should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the carrier and/or the vessel by service of process or by an agreement to appear.

34. Gold, silver, specie, bullion or other valuables, including those named or described in the laws of the United States, will not be received by the carrier unless their true character values are dislocated to the carrier or a special written agreement therefor has been made in advance, and will not, in any case, be loaded or landed by the carrier. No such valuables shall be considered received by or delivered to the carrier until brought aboard the ship by the shipper and put into the actual possession of and written receipt therefor is given by the Master or other officer in charge. Such valuables will only be delivered by the carrier abroad the ship on presentation of bills of lading properly endorsed and upon such delivery on board the carrier’s responsibility shall cease. If delivery is not so taken promptly after the ship’s arrival at the port of discharge, the goods may be retained abroad or landed or carried on, solely at the risk and expense of the goods.

35. If it is agreed that superficial rust, oxidation, or any like condition due to moister 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 conditions of rust, oxidation and the like do not exist on the receipt.

36. Nothing in this bill of lading shall operate to deprive the carrier of any statuary 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 agree 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 here shall be held invalid, such holding shall not affect the validly or enforceability of any other part or term hereof.