1.Definitions

Carriage: Means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in

1.Definitions
Carriage: Means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods, including but not limited to the ocean carriage of goods.
Carrier: Means the Company stated on the front of this Bill of Lading, as being the Carrier and on whose behalf this Bill of Lading, as been signed by the Carrier itself or by its agent.
CIGGS: Means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
CIGGWA: the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
CIGGWA: the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.
CIGGWA: the Carriage of Goods by Water Act 1936 of Canada.
Hague Rules: Means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.
The Hague Rules as Amended by the Brussels Protocol 1988: Means the Hague-Visby Rules.
Combined Transport: Arises where the carriage called for by this Bill of Lading is not a Port to Port shipment.
Container: Means any container, trailer, traisportable Lank, lift van, flat, pallet, or any similar article of transport used and/or contract for carriage, deemed as being owned by the Carrier.
Defences: Means all rights, immunities, exclusions, exemptions, defences, limitations, however described (no matter whether arising by Naw or by contract), which might but not limited to driminish any recovery against the Carrier.
Freight. Means all of the following relating to or in connection with the Goods: ocean freight and other charges provided by the Carrier's applicable tariff, including but not limited to da valorem charges, advance charges and less than full container load service charges, currency adjustment factor, bunker adjustment factor, surcharges, war risk than full container load service charges, currency adjustment factor, bunker adjustment factor, surcharges, war risk than full container loa

Means the cargo supplied by the Merchant and includes any Container not supplied by or on

Goods: Means the cargo suppries up to a supprise the Goods, the holder of this Bill of lading, Merchant: Merchant includes the shipper, the consignee, the receiver or the Goods, the holder of this Bill of lading, any person wings or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons, as well as any

any person owning or entitled to the possession of the Goods or this Bill of Lading, any person having, a present of future interest in the Goods or any person acting on behalf of any of the above mentioned persons, as well as any principal of that persons. He had person acting on behalf of any of the behalf of any of the behalf of the holder: means any Person for the time being in possession of this Bill of Lading rot ownom rights of suit and/or liability under this Bill of lading have been transferred or vested. Package(1) the Container when the Goods are shipped on a Sid or pallet and stuffed in a Container, and the Container is adjugged not to be the package for the purposes of the Carrier's limitation of liability (3) the skid or pallet when Goods are shipped on a skid or pallet but not in a Container, (4) that shipping unit which contains the greatest quantity of the Goods and to which some packaging preparation for transportation has been made which facilitates handling even though it does not conceal or completely enclose the Goods. This clause does not apply to Goods shipped in bulk, and its superestes any inconsistent provision which may be printed, stamped or written elsewhere in this Bill of Lading. Participating Carrier. Means the occase narrier and any other water, land or air carrier involved in the Carriage of the Goods whether it be a Port to Port or a Combined Transport movement, notwithstanding the fact that such carrier is an actual one or a contracting carrier. Person: "Person" includes any individual, a partnership and the port of discharge only are shown on the face hered and neither the place of acceptance nor the final destination are stipulated on the face hereof. Shipping Unit: "Includes Fright unit and the term "unit" as used in the Hague Rules and Hague Visby Rules.

uies. tuffed: "Stuffed" included filled, consolidated, packed, loaded or secured.

Carrier's Tariff

The provisions of the Carrier's applicable tariff are incorporated herein. A copy of the applicable tariff is available from the Carrier upon request or obtainable from the regulatory body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

Inconsistency between the another and the authority of the person who has a present of and has the authority of the person owine or entitled to the possession of the Goods or any person who has a present or future interest in the Goods. The Merchant warrants that in agreeing to the terms hered he is or is the agent of and has the authority of the jowing or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. Non-Negotiability of Bill of Lading.

This Bill of Lading shall constitute a title to the Goods and shall be non-negotiable unless made out "to order" in event it shall be negotiable and the holder shall been entitled to receive or to transfer the Goods herein described.

5. Certain Rights and Immunities for the Carrier and Other Persons.

S. Certain Rights and Immunities for the Carrier and Other Persons
S.1. The carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage. It is expressly agreed that any and all servants, agents and independent contractors (including the Master, officers, and crew of the vessel, participating carrier, all terminal operators, waverbousemen, stevedores, watchman, husbanding agents, managing agents, general agents, ship's agents, and all other agents, subcontractors and independent contractors whatevere as well as any officers, directors, agents or employees of any of the foregoing) used or employed the Carrier's obligations under this Bill of Lading, in consideration of the agreement to be so used or employed, shall be express beneficiaries under this Bill of Lading, and shall have the benefit of all defences to which the Carrier's entitled so that no occumatances shall any servant, agent

consideration of the agreement to be so used or employed, shall be express beneficiaries under this Bill of Lading and shall have the benefit of all defences to which the Carrier is entitled so that in no circumstances shall any sevenna, agent or independent contractor of the Carrier be under any liability in contract, warrant, tort (including negligence) indemnity or contribution, greater than that of the Carrier to anynone other than that carrier.

5.2. The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense aring therefrom) arising from the Carriage of the Goods insofar as such claim or liability card any expense aring therefrom) arising from the Carriage of the Goods insofar as such claim or liability carded the Carrier's liability under this Bill of Lading.

5.3. The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in Contract or in Tort.

6. Paramount CRUSUSE

6.1. To and From non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by sea to and from non-U. S. ports by the Carrier and my Participating Carrier, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules, shill also govern before the Goods are in the country of shipment and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein and made part of this Bill of Lading contract. When no such enactment is in force in the country of shipment, the Hague-Visby Rules will also govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also govern before the Goods are a loaded on in this Bill of Lading is a shipment to or from the United States, part and indingent carge monity to the Carrier or Participating Carrier.

and after they are discharged from the vesses amount or sugmout the Carrier of Participating Carrier.

6.3. The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitation of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of amy country and without prejudice to the generality of the foregoing also any law, statute of regulation available to the Owner of the vessel on which the Goods are carried.

7. Carrier's Responsibility
Ocean Transport
7.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to pro Ocean Transport
7.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to procure
performance of the Carriage from the Port of Loading to the Port of Discharge. The liability of the Carrier folsos of or
damage to the Goods occurring between the time of acceptance by the Carrier of custody of the Goods at the Port of
Loading and the time of the Carrier tendering the Goods for delivery at the Port of Discharge shall be determined in
accordance with Articles 1-3 of the Hague Rules save as is otherwise provided in these Terms and Conditions. These
articles of the Hague Rules shall apply as a matter of contract.
7.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods, howsoever caused, if such loss or
damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the cargo for
delivery. Notwithstanding the above, to the extent any applicable complisory law provides to the contrary, the Carrier
shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by clause 7.1 during
such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.
7.3 If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in his
discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only to the Merchant and Carrier
shall have no liability for such carriage or the heat of or omissions of such inland carrier.

Where the Carriage is Multimodal Transport and the inland carriage is an international one, the Carrier undertakes to
perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of
Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier
of custody of the Goods or after the Carriage what the periage only to the exent set out below.

8.1 Where the

(i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant

(i) an act or omission or use westigned in a gapen of subcontractor;
(ii) compliance with instructions of any Person entitled to give them;
(iii) nosufficient or defective condition of packing or marks;
(iv) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
(v) inherent vice of the Goods;
(v) sinkle, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;
(wii) a nuclear incident;

(m) a nutural increent; (viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

exercise of reasonable diligence.

(b) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 7.1 shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more cause or event specified in clause 8.1 a(p(iii), ii) or (y), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to the prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events. 8.2 Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 8.1 and subject to dause 19 (instead), the lability of the Carrier in respect of such loss or damage shall be

determined:
(a) if the loss or damage is known to have occurred during Carriage by sea for shipments not to or from the United States of America or waterborne Carriage not in the U.S. by the Hague Rules Articles 1-8. These articles of the Hague

States of America or waterborne Carriage not in the U.S. by the Hague Rules Articles 1-8. These articles or the hague Rules shall poly by an ameter of control report or or the report of the loss or damage is known to have occurred during any inland carriage not in the U.S. in accordance with the contract of Carriage post inst for any inland carrier in whose cutoful the loss or damage occurred or in accordance with clauses 7.1 and clause 7.2(a), whichever imposes lesser liability on the Carrier.

Glauses 7.1 and clause 7.2(a), whichever imposes lesser liability on the Larne.

9. General provisions

9. Central provisions

9. Loelay, Consequential Loss. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foreignt applicable to the fireight applicable to the foreignt applicable to the relevant stage of the transport.

9.2 Package or Shipping Unit Limitation where the Hague Rules or Hague-Visby Rules or any legislation making either Rules compulsorily applicable to this Bill of Lading, the Carrier shall not unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by either of the Rules or legislation. Such limitation amount according to COGWA and Hague-Visby is 666.67 SDR per package or 2 SDR

per kilogram of gross weight of the Goods lost or damaged, whichever is the higher. If no limitation amount is applicable under either of the Rules or other legislation the limitation shall be U\$500 per Package or customary freight unit or 2 50 kp er likol of the Goods damaged or lost, whichever is less. 9.3. Ad Valorem: Dedrared Value of Package or Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being invented on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

basis of such declared value.

9.4 Rust, etc. 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 Goods and the acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist or necessit.

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or damage is not apparent, within three consecutive days thereafter.

11. II. Time-bar

11.1. Unless notice of loss and the general nature of such loss be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or if the loss is not apparent, within three (3) consecutive days after that delivery, the Goods shall be presumed to have been delivered as described in this libit of Lading.

11. Earlier the three one has occurred to the custody of a Participating Carrier, the Carrier shall be discharged from the control of the Condo for the discharged from the Condo for the discharged from the Condo for the discharged from the Goods should have been delivered or the time period prescribed by the Participating Carrier's contract of carriage, tariff or by law covering such Participating Carrier or overland carriage whichever is less.

11.3. In any event, the Carrier shall be discharged from all liability in respect of loss unless suit is brought within one (1) year after delivery of the Goods or the Goods shoul have been delivered.

12. Merchant's Responsibility

12. Merchant's Responsibility

12. The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

12.2. The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall be are and pay all duties, taxes, fines, imposs expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

other authorities and shall bear and pay all duties, taxes, fines, imposts expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

2.3. The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

2.4. No Goods which are or may become dangerous, inflammable or damaging or which are or may become lable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are of elevered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

2.5. The Merchant shall be faible for the loss, damage, contamination, solling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) caused by the Merchant or any person acting on his behalf or any person acting on his behalf or may person or vessel (other than the Merchant) caused by the Merchant clause 1, including any principal of such Person, shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant his blair of lading.

2.2. All of the Persons comin

returned in the condition required any/or within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

12.9 Containers released into the care of the Merchant for packing, unpacking or my other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of any/or damage and/or delay to such Containers, and all liability daims from third parties or costs or fines resulting from Merchant's use of such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

13. Application of Terms and Conditions

13. Application of Terms and Conditions
These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever
and howsoever occurring (and, without restricting the generality of the foregoing, including delay, late delivery
and/or delivery without surrender of this bill of ladingl and whether the action be founded in contract,
baliment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or
fundamental breach of contract.

# 14. Containers Shipper-Packed Containers

Shipper-Packed Containers

If a Container has not been packed by the Carrier:

14.1 This bill of lading shall be a recept only for a Container not being owned by the Carrier;

14.1 This bill of lading shall be a recept only for a Container not being owned by the Carrier;

14.2 The Carrier shall not be labile for loss of or damage to the contents and the Merchant shall indemnify the
Carrier against any injury, loss, damage, liability or expense whatsoever incurred by the Carrier if such loss of
or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any
matter beyond his control including, inter alia, without prejudice to the generality of this exclusion:
(a) the manner in which the Container has been packed;
(b) the unsuitability or defective condition of the Container; or
(d) the incorrect setting of any thermostatic, ventilation, or other special controls thereof, provided that, if the
Container has been supplied by the Carrier, this unsuitability or defective condition could have been apparent
upon reasonable inspection by the Merchant at or prior to the time the Container was packed.

13.3 The Merchant is responsible for the packing and sealing of all shipper packed Containers and, if a shipper

upon reasonable inspection by the meetitating at opinion to the rule title Contained was paced.

14.3 The Merchant is responsible for the packing and saling of all shipper packed Containers and, if a shipper packed Container is delivered by the Carrier with any original seal Intact, the Carrier shall not be liable for any shortage of Goods acertained at delivery.

14.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facile widence of their being sound and suitable for use.

evidence of their being sound and suitable for use.

14.5. Goods nay be stuffed by the Carrier in or on Containers. Goods also may be stuffed with other Goods
14.6. The terms of this carrier in conceins with or air and the carrier in conceins with or air at the carrier in conceins with or air and to the the carrier in conceins with or air and the thing the carrier in conceins with or air and the carrier in conceins with or air and the carrier in conceins with or air and the carrier in conceins with the carrier in the carrier

out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

14.7. If a Container has been stuffed by or on behalf of the Merchant:

A. The Carrier shall not be liable for loss of or damage to the Goods (I) caused by the manner in which the Container has been stuffed (II) caused by the unsuitability of the Goods for carriage in Containers (III) caused by the unsuitability of the Goods for carriage in Containers (III) caused by the unsuitability of the Goods for carriage in Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (III) shall not apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier (IV) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seat the Container.

all the Container

all the Container

caused by the unsuitability or defective condition of any material used for packing or stowing the goods in

e Container unless the unsuitability or defective condition arose without any want of due diligence on the the Container unless the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier.

8. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A).

14.8. Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

15. Temperature Controlled Cargo

15.1. The Merchant undertakes not to tender for transportation any Goods which require temperature control

15.1. The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading is the Sill of Lading is the sill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly separed for transportation and stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not compiled with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non compiliance.

TS2. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container. The Carrier does not warrant that the Cortainer be properly evalidate, dreigherated or heated throughout the carriege, nor shall the Carrier be liable for any loss of or damage to the Goods arising from any latest defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall be beginning of the carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

15. inspection of Goods

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods.

17. Matters Affecting Performance
17.1. If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods or any other goods packed or those to be packed in the same container or by non-payment of the Charges by the Merchant) whenever and howsoever arising (whether or not the Carriage has commenced) the Carrier may.

A without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.

8. without prejudice to the Carrier's right subsequently to abandon the Carriage and the Merchant of Carriage. compliance. 15.2. The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement

B. Without prejouce to use carriers are represented by the Carriage and the Merchant shall pay any additional costs resulting from the above mentioned drawmatness.

J.3. The liability of the Carrier in respect of the Goods shall case on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to acts or on behalf of such government or authority.

J.4. In cases set out in clause J.1. above the Carrier also reserves the right to terminate the contract for carriage at any time. In particular, a negative assessment of the legal or financial standings of any of the entities falling within the disposition of "Merchant" are considered to be important reasons for terminating

the contract for Carriage, as well as non-signing by them a letter of guarantee in the wording indicated by the Carrier – without any lability of the Carrier.

17.5. In cases set out in clause 17.1 above the Carriage may be continued under the condition of a positive assessment of the legal and/or financial standings of entities falling within the disposition of "Merchant", as well as on the condition that the aforementioned entities sign a letter of guarantee in the wording indicated by the Carrier.

17.6. The Carrier's right of lien on the Goods and of selling the Goods also applies to the situation where the letter of guarantee is not signed by entities falling within the disposition of "Merchant" or a negative assessment of the legal and/or financial situation of any of these entities.

18. Methods and Route of Transportation

18.1. The Carrier may at any time and without notice to the Merchant use
(i) any means of transport or storage whatsoever,
(iii) latoraise the Goods on any essel whether named on the front hereof or not,
(iii) transfer the Goods and or encove Goods which have been stuffed in or on a Container and Groward the same in any manner whatsoever including but not limited to unstuffing and stuffing of less than container loads into or on other containers at translapinent ports,
(v) at any speed and by any route in Carrier's discretion (whether or not the nearest or most often and in any order,

often and in any order, (vi) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge),

on the front hereof as the intended Port of Loading or intended Port of Discharge),
(iii) comply with any orders or recommendations given by any government or authority or any person or
body acting or purporting to act as or on behalf of such government or authority or having under the
terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions,
(viii) permit the vessel to proceed with or without pilots, to tow or be towed or to be dny-docked,
is permit the vessel to carry Goods of all Indis, dangerous or otherwise.

18.2. If a less than a full container shipment for more the container and restrict that shipment into or on
another containers alto unstuff the shipment from the container and restrict that shipment into or on
another container. In this respect, the Carrier is acting as the agent of the Merchant.

18.3. The liberties set up in (18.1) and (18.2) above may be invoked by the Carrier for any purposes
whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with
(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall
not be a deviation of whatsoever nature or degree.

tariff or in case of lack of the above – writin the reasonate time to excess the contract.

20.3. If the Merchant fails to take delivery of the Goods or part of them (partly delivery is subject to Carrier's sole discretion) in accordance with this Bill of Lading, the Carrier may without notice remove the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover, such storage shall constitute due delivery hereunder and there upon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.

20.4. The Merchant's attention is drawn to the stipulation concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading as a part of a contract for carriage, even if the Merchant has been made familiar therewith by an email or other means of electronic correspondence. Once free time has segment, the Goods will be stored at a warehouse or receiver's terminal at the sole risk and expense of the Merchant and the Goods. However, if the Carrier hallows that the Goods are likely to deteriorate, decay, lose value or incur storage or other charges in receiver's terminal at the sole risk and expense of the Merchant and the Goods. However, if the believes that the Goods are likely to deteriorate, decay, lose value or incur storage or other excess of their value, the Carrier may, without notice to the Merchant, publicly or privately sell of the Goods and apply the proceeds of the disposition in reduction of the Freight, and any oth associated with the warehousing and/or sale of the Goods.

21. Dangerous Goods
2.1. No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material) or which are or may become liable to damage any Persons or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table shall be tendered to the Carrier for Carriage without previously giving written notice of their nature, character, name, label and classification (if applicable) to the Carrier overling on the outside so as to indicat the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without obtaining his consent and/or such markets of a first proper of the control of the Carrier for Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

21.2 The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage.

21.3 The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of any of the warranties in clause 21.2 including any steps taken by the Carrier pursuant to dause 21.1 whether or not the Merchant was aware of the nature of such Goods.

21.4 Nothing contained in this clause shall deprive the Carrier and the Amended Jason Clause as approved by 22. General awareage and 80th-0-15 almost complex and the Amended Jason Clause as approved by 24. 21. Dangerous Goods
21.1 No Goods which are or which may become of a dangerous, noxious, hazardous, flamm

22. General average and Both-to-Blame Collision
22.1 The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules latest edition at any place at the option of the Carrier and the Amended Jason Clause as approved by BiMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection. General average on a Vessel of a Participating Carrier shall be

required by the Carrier in this connection. General average on a Vessel of a Participating Carrier shall be adjusted according to the requirements of the operator of that Vessel.

22.2 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

22.3 Should the Carrier or the Participating Carrier in its own discretion choose to post general average and/or salvage security due from cargo interests or pay general average and/or salvage contributions due from cargo interests, the Merchant hereby assigns to the Carrier all his rights in respect of the general

from cargo interests, the Merchant hereby assigns to the Carrier all his rights in respect of the general average and/or salvage.

22.4. Notwithstanding the above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim fand any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

25.5. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant. Such security including a cash deposit as the Participating Carrier may deem sufficient to cover the estimated contribution of the Goods and may salvage and special charges thereon, shall, if required, be submitted directly to the Participating Carrier, unless the Carrier decides otherwise, prior to delivery of the Goods.

22.5. The both to blame dause published by the Baltic and International Maritime Counsel (BIMCO) is incorporated herein by this reference.

decides otherwise, prior to delivery or the books.

22.5. The both to blame clause published by the Baltic and International Maritime Counsel (BIMCO) is incorporated herein by this reference.

23. Charges

23.1. Al Charges

23.1. Al Charges including freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event, without any set-off whatsoever, whether vessel, inland shall be paid and non-returnable in any event, without any set-off whatsoever, whether vessel, inland and non-returnable in any event, without any set-off whatsoever, whether vessel, inland and the paid and non-returnable in any event, without any set-off conditional properties of the Charges have been calculated on the basis of particulars furnished by or on behalf of the Marchant. The Carrier shall be entitled to production of the commercial invoice for the Goods of rute copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to the Carrier to the Correct Charges Credit being given for the Charges charged) and the costs incurred by the Carrier to all purposes and any payment of Freight to such person, firm or corporation to pay any to the Freight to the Carrier shall be considered the exclusive agent of the Merchant for all purposes and any payment of Freight to Carrier for all costs and expenses including attorney; fees associated with the Collection of such Freight from the Merchant to the payment of the applicable Freight, the Merchant shall be liable to Carrier for all costs and expenses including attorney; fees associated with the Collection of such Freight from the Merchant to the Carrier to make timely payment of the applicable Freight, the Merchant shall be a shall be considered f

the Carrier who has the actual authority of the Carrier so to waive or vary.

26. Partail invalidity

if any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceablity shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

27. Lean and Jurisdiction

For shipments to or from the U.S. any dispute relating to this bill of lading shall be governed by U.S. law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all dispute in respect thereof in all other cases, this Bill of Lading as well as the Contract if Carriage shall be governed by and construed in accordance with English law and all disputes against the Carrier arising hereunder shall be determined by the High Court of Justice in London to the exclusion of the jurisdiction of the courts of another country. Alternatively and at the Carrier's sole option, the Carrier may Commence proceedings against the Merchant at a competent common court of a place of business of the Merchant or at any other competent common court, including but not limited to the court of a place of business of the Carrier.