



BOL Terms & Conditions

1. Except as otherwise provided herein, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act (“COGSA”) of the United States of America, 46 U.S.C. Sections 1300-1315 (“COGSA”), as it may be amended from time to time. Nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, immunities, exemptions, limitations or exonerations or an increase of any of its responsibilities or liabilities under COGSA. If the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable 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 25th, 1924 (“Hague Rules”), as thereafter revised, said Carriage shall be subject to the provisions of the Hague Rules, or if there be no such law, the Hague Rules shall apply in any event. Except as otherwise specifically provided herein, COGSA 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.
2. In this Bill of Lading
 - a. “Carrier” means the Carrier named on the face side hereof, the Vessel, her owner, Master operator, demise 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 bailee.
 - b. “Carriage” means the whole or any part of the operations and services described by this document as undertaken by Carrier in respect of the Goods.
 - c. “Vessel” means the ocean vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel feedership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract.
 - d. “Merchant” means and includes the shipper, the consignee, the receiver, the holder of this bill of lading, the owner of the Goods, or

person entitled to the possession of the Goods and the servants or agents of any of these.

- e. "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred and payable by the Merchant;
 - f. "Goods" means 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. "Container" means any container, van, trailer, transportable tank, flat, pallet or any similar articles of transport.
 - h. "Person" means an individual, corporation, partnership or other entity as the case may be.
 - i. "Participating Carrier" means any other carrier by water, land, or air carrier performing any stage of the Carriage, including inland and coastal carriers, whether acting as a sub-carrier, connecting carrier, substitute carrier or bailee.
3. Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, Carriage, loading, unloading, sorting, or warehousing of the Goods and all duties undertaken by Carrier in relation to the Goods or Containers.
4. It is understood and agreed that, other than the said Carrier, no person whatsoever (including the Master Operator, officers and crew of the vessel, all servants, agents, employees, representatives and all stevedores, terminal operators, crane operators, watchmen, carpenters, ship cleaners, surveyors and other independent contractors, including a Participating Carrier) is or shall be deemed liable with respect to the Goods as carrier, bailee or otherwise, howsoever, in contract or in tort. If, however, it should be adjudged that any other person or entity other than or in addition to the Carrier is under responsibility with respect to the Goods, all rights, defenses, exemptions, limitations of and exonerations from liability provided by law or by the terms hereof, shall be available to such other persons. In contracting the foregoing rights, defenses, exemptions, limitations and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described

above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this Bill of Lading. Beneficiaries are not entitled to any greater or further rights, defenses, exemptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading.

5. The Goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable tariff or tariffs registered with the United States Federal Maritime Commission or any other regulatory body which governs a particular portion of this Carriage and said terms and provisions are hereby incorporated herein as part of the Term 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 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 shall prevail. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its Tariff or Tariffs.
6. The Carrier and any Participating Carrier shall be entitled, but is under no obligation, to open any Container at any time and to inspect the contents without notice to Merchant, unless applicable law prohibits same. If it appears that the contents cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any safety measures in relation to the Container or its contents, the Carrier or Participating Carrier or their agents 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 Goods ashore or afloat under the 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 and any Participating Carrier against any reasonable additional expense so incurred.

If Goods are not received by Carrier already in Containers, Carrier may pack Goods in any type of Container. Merchant shall be liable to Carrier

for damage to Carrier's Containers or equipment in accordance with Section 17.

7. Containers may be stowed on deck or under deck. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and Goods so carried shall constitute under deck stowage for all purposes including for General Average and the application of COGSA or the Hague Rules, as applicable. Except as otherwise provided by any law applicable to this contract, deck cargo (except Goods carried in Containers on deck) or Goods where the Bill of Lading states that the cargo is stowed 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 non-delivery, misdelivery, delay, loss or damage to such live animals or Goods carried on deck whether or not caused by Carrier's negligence or the ship's unseaworthiness. Any warranty of seaworthiness in the promises being hereby waived, and the burden of proving liability exclusively lies 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 relating to Goods.
8. Containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at the time of booking. Such units may be furnished at an increased freight rate or charge, at Carrier's sole discretion. Merchant shall advise Carrier in writing and on the face of this Bill of Lading of desired temperature range when delivering Goods to Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the Goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the Goods by Carrier. Carrier shall not be liable for any loss of or damage to Goods in a special hold or Container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or Container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or Container in an efficient state. The Carrier does not, however, accept any responsibility as to the functioning of heated or refrigerated Containers that are not owned or leased by Carrier. If

Merchant fails to comply with the requirements stated herein, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

9. Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. Further, 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, and 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 matter 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, stop for repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, lie on bottom, aground or at anchor, sail with or without pilots, low and be lowed and save or attempt to save life or property, and delays resulting from such activities shall not be deemed a deviation. The Vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and sail armed or unarmed, and with or without convoy.

The Carrier's sailing schedules are subject to change without notice both as to the sailing date and date of arrival. Under this Bill of Lading, no Carrier is bound to transport 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 or Participating Carrier shall be liable for delay and shall have the right to forward the goods with a substituted Carrier.

10. If at any time the performance of the contract evidenced by this Bill of Lading in the opinion of the Carrier or a Participating Carrier is, or is likely, to be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind and by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, or unlawful or against the interest of Carrier or the Participating Carrier to complete the performance of the contract, the Carrier and any Participating Carrier (whether or not the transport has commenced) may without notice to the Merchant, treat the performance of this contract as terminated and place

the Goods, or any part of them, at the Merchant's disposal at any place or port which the Carrier or Participating Carrier may deem safe and convenient, or deliver the Goods at the place of delivery, in each case whereupon the responsibility of the Carrier or Participating Carrier in respect of such Goods shall cease. The Carrier shall be entitled to full freight and charges of Goods received for transport and the Merchant shall pay any additional costs of carriage, delivery, and storage at such place or port. If, after storage, discharge, or any actions authorized pursuant to this Section, Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

11. If the Carrier makes a special agreement, whether by stamp hereon or otherwise to deliver the Goods at a specified location, it is agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only in the sole judgement of the Carrier. The Vessel can get to, and leave said location at any time safely afloat, and only if such dock or place is available for immediate receipt of the Goods. Should the location be unavailable to receive the Goods, the Goods shall be discharged as otherwise provided in this Bill of Lading, whereupon all responsibility of Carrier shall cease.
12. Carrier shall have the right to deliver the Goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or the place of delivery shown in this Bill of Lading. If the port authorities grant a general order for discharging immediately upon arrival of the Vessel, 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 hours by day or night at Carrier's discretion, no matter the state, the weather, or custom of the port may be.

The Carrier shall not be liable in any respect whatsoever if temperature-controlled facilities shall not be furnished during loading, discharge or at any other time, that the Goods are upon the wharf, craft or other loading or discharging place.

Landing and delivery charges and pier dues shall be at the expense of

the Merchant unless included in the freight charges provided. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or the place of delivery. If the Goods are not taken away by the consignee by the expiration of the next working day after the Goods are at their disposal, the Goods may, at Carrier's option (and subject to Carrier's lien), be sent to storage, warehouse or be permitted to stay where landed. This would be at the expense and risk of the Merchant. The responsibilities of the Carrier shall altogether cease and the Goods shall be considered to be delivered and at their own risk and expense when taken into custody of Customs, or any other Authorities, or into that of any municipal or governmental concessionaire or depository. The Carrier shall not be required to give any notification of disposition of the Goods, except as may be otherwise provided in the Bill of Lading.

13. At ports or places where by local law, authorities, or customs, Carrier is required to discharge Goods to lighters or other craft or where it has been so agreed, or where wharves are not available which the Vessel can get to, be at, lie at or leave, always safely afloat, or where conditions prevailing 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 Merchant. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as an agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Merchant. 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.
14. The Carrier shall have liberty to comply with any order, 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 or the mortgage or 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 fulfillment of the

contract. Any extra expense incurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.

15. 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 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(s) even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the Goods by water, by land, or by 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 a Vessel or conveyance in its own service or with which it had established connections. In all cases where the shipment is delivered to another Carrier or to a lighter, port authority, warehouseman or other bailee 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 come into its exclusive possession. The 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. The carriage by any transshipping or forwarding shall be subject to all the terms in the Bill of Lading, consignment note, contract or other shipping document used at the time by the carrier performing such transshipment or forwarding.
16. When any Container owned or leased by Carrier is packed or loaded by Merchant or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this Bill of Lading, owner of Goods and person entitled to the possessions of the Goods shall be and remain liable, jointly and severally for any loss or damage to the Container during such loading or discharge, howsoever occurring until the Container is returned to Carrier's custody and 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 Container to the Carrier in the same sound condition and state of cleanliness as when received by Merchant. Such loss, damage, expense

or delay shall constitute a lien on the Goods. Where a Container is to be unloaded by consignee (or its agent), the consignee shall promptly unload such Container and take delivery of its contents, irrespective 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 unloading.

17. When Containers are not packed or loaded by Carrier, such Containers 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 such contents as furnished by the Merchant. This Bill of Lading is prima facie evidence of the receipt of the particular number of Containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the Containers. Carrier shall have no liability whatsoever therefor or for the packing, loading securing and/or stowage of contents of such Containers or for loss or damage caused thereby or resulting therefrom or for the physical suitability or structural adequacy of such Containers to contain their contents.

The Merchant, or any agent or third-party acting on its behalf, by packing or loading the Container and/or by allowing the Container to be packed or loaded, represents guarantees and warrants (a) that the Goods are properly described, marked, safely and securely packed in their respective Container. That such Containers are physically suitable, sound and structurally adequate properly to contain and support the Goods during handling and during transport, and that the Container may be handled in the ordinary course without damage to itself or the contents or to the Vessel or conveyance or to the other cargo, or property, or Persons, (b) that all particulars with regard to the Container and its contents, and the weight of each said Container are in all respects correct, and (c) that they have ascertained and fully disclosed in writing to the Carrier and all Participating Carriers on or prior to shipment any condition, 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, and that they have complied fully with all applicable statutes, ordinances and regulations, including those of the Department of

Transportation of the United States of America and all other regulatory bodies with respect to labeling, packaging and preparation for shipment of all such Goods.

The Merchant, shipper, consignee, holder of the Bill of Lading, owner of the Goods and Persons entitled to the possession of the Goods jointly and severally agree fully to protect and indemnify Carrier and to hold it harmless in respect of any injury or death of any person, or loss or damage to cargo or Containers or any other property or to the Vessel or conveyance or expense or fine arising out of, or in any way connected with a breach of any of the foregoing representations or warranties howsoever occurring even without fault of Merchant, shipper, consignee holder of the Bill of Lading, and/or owner of the Goods or Persons entitled to possession 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 unseaworthiness.

18. Merchant may not tender Goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the Goods with reasonable specificity as well as the names and addresses of the shippers and consignees. Merchant shall distinctly and permanently mark the nature of the Goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods. If the Goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Vessel, or other cargo, Carrier may dispose of the Goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.
19. Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed Containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two (2) inches high. If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the Goods, Persons or property, and Merchant shall be liable for any loss of or damage to Persons or property

resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure. Merchant agrees to comply with all laws or regulations concerning overweight Containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

20. The Merchant shall be liable for and shall indemnify the Carrier and, in addition to the lien on property of Merchant addressed elsewhere in this Bill of Lading, the Carrier shall have a general and continuing lien on the Goods in its actual or constructive possession for all expenses of mending, repairing, fumigating, repackaging, cooping, baling, reconditioning of the Goods and gathering of loose contents of package, for expenses for repairing Containers damaged while in the possession of the Merchant, for demurrage on Containers and any payment expense, line, dues, duty tax, import loss, damage or detention sustained / incurred by or levied upon the Carrier vessel or conveyance in connection with the Goods 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 authorities 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.
21. Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

22. Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by Merchant at the time of receipt of the Goods by the Carrier or Participating Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the Container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff. Freight shall be deemed earned on receipt of Goods by Carrier, the Goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at One Per Cent (1%) per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound Goods. Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and charges on the Goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the Goods or their Containers by third parties.

The Shipper, consignor, consignee, holder hereof, and owner of the Goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this Bill of Lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid. The Merchant, shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

The Carrier shall have a general and continuing lien on any and all property of Merchant in its actual or constructive possession, custody, or control or en route, including but not limited to the Goods and documents relating thereto, which shall survive delivery for all claims for charges, expenses, advances, or damages of any kind whatsoever incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, and for the costs of recovering same, including expenses incurred in preserving this lien, and Carrier may enforce this lien by public or private sale and without notice. The Merchant, 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 performance of the obligations of each of them hereunder.

23. If applicable to the services provided by Carrier, Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the Merchant's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and Container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a

timely fashion. Merchant warrants to Carrier that all particulars of the Goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of Merchant, shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

24. Carrier shall be liable for loss of or damage to the Goods occurring between the time when it takes Goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage. If it is established that the loss of or damage to the Goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: cannot be departed from by private contract to the detriment of Merchant, and would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 1 of this Bill of Lading.

Carrier does not undertake that the Goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

Carrier shall not be liable for any loss or damage arising from:

- a. an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the Goods in charge,
- b. compliance with the instructions of any Person authorized to give them,
- c. handling, loading, stowage or unloading of the Goods by or on behalf of Merchant,
- d. inherent vice of the Goods or concealed damage to or shortage of Goods packed by Merchant,
- e. lack or insufficiency of or defective condition of packing in the case of Goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- f. insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads,
- g. fire, unless caused by actual fault or privity of Carrier,
- h. any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Participating Carriers, on account of the losses or damages for which such claims are paid.

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the Goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

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, marine 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 represents 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 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(s) 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, which shall be supplemented by the language herein related to handling cargo) 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, disbursements in foreign currencies shall be exchanged into United States Dollars (USD) at the rate prevailing on the dates made. Allowances for damage to Goods claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged Goods from the ship. Average agreement or bond and such additional security as 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 contribution of the Goods and for any salvage and special charges thereon shall, if required, be made by the Goods shippers, consignees, or owners of the Goods to the Carrier before delivery of the Goods. Notwithstanding anything herein before contained such deposit shall, at the option of the Carrier, be payable in United States Dollars (USD) and be remitted to the adjusted pending settlement of the General Average and refunds of credit balance, if any, shall be paid in United States Dollars (USD). In addition to the circumstances dealt with in Rule XII of the 1974 York-Antwerp Rules, it is agreed that if the Carrier has used due diligence in the stowage of Goods

and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, the cost of handling, discharge, reloading and restowing Goods shall be allowed in General Average, even though the handling of Goods is not necessary for the purpose of effecting repairs to the vessel.

In the event of an accident, danger or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which, the Carrier is not responsible by statute contract or otherwise, the Merchant, the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods, jointly and 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 in full and in the same manner as if such salving ship(s) were owned or operated by strangers. Cargo contribution in General Average shall be paid to the ship owner even when such average is the result of fault, negligence or error of the Master pilot officers or crew. The Merchant expressly renounces any and all code, statutes law or regulation which might otherwise apply.

25. Unless otherwise mandated by compulsorily applicable law, in case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of Five Hundred United States Dollars (\$500 USD) per package or in case of Goods not shipped in packages per customary freight unit, the value of the Goods shall be deemed to be Five Hundred United States Dollars (\$500 USD) per package or per customary freight unit. The Carrier's liability, if any, shall be determined on the basis of a value of Five Hundred United States Dollars (\$500 USD) per package or per customary freight unit or pro rata in case of partial loss or damage, unless Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on this Bill of Lading and extra freight paid if required. In such case, if the actual value of the Goods per package or per shipping unit 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. The words "customary freight unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things or any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculation freight charge.

Where Containers and other such packages are not packed by the Carrier, each individual such Container or other such package including in each instance its contents shall be deemed a single package and Carrier's liability limited to Five Hundred United States Dollars (\$500 USD) with respect to each such package, unless Merchant declares the value on the face hereof and pays additional charges on such declared value as may be required. Notwithstanding the foregoing, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost Goods or repairing damaged Goods. In any case where Carrier's liability for compensation may exceed the amounts set forth above, compensation shall be calculated by reference to the value of the Goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract. If the value of the Goods is less than Five Hundred United States Dollars (\$500 USD) per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

Carrier will not arrange for insurance on the goods except upon express instructions from the Merchant or consignor and then only at Merchant's or consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

26. Any loss or damage to the Goods occurring or presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge or removal of the Goods by the Merchant, or, if the loss or damage be not apparent, within three (3) consecutive days after delivery at the port of discharge or when the Goods should have been delivered or discharged. If not so notified, such removal, discharge or delivery shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading. In any event, the

Carrier shall be discharged from all liability of whatsoever nature if a suit is not brought within one (1) year after delivery of the goods or when the Goods should have been delivered, provided however that if the claim should arise during transport which is subject to applicable law that provides for a shorter period for notice of a claim or suit, any liability whatsoever of the Carrier shall cease unless notice is provided or a suit is commenced within the shorter time limit.

27. Gold, silver, securities, bullion, precious metals, stones, chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or other valuables, including goods having a particular value only for the Merchant, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement has been made in advance. These products 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 Vessel by the shipper and put in the actual possession of and a written receipt is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the Vessel on presentation of bills of lading property endorsed. Upon such delivery on board, the Carrier's responsibility shall cease, if delivery is not made promptly after the Vessel's arrival at the port of discharge the valuables may be retained aboard, landed, or carried on, solely at the risk and expense of the Goods.
28. It is agreed that the superficial rust, oxidation or any of the like due to moisture, is not a condition of damage but is inherent to the nature of the Goods. 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.

Carrier shall not be liable for losses, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under the Agreement, resulting from circumstances beyond the control of either Carrier, Participating Carrier, or any other sub -contractors, including but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or other natural disaster; (ii) war, hijacking, robbery, theft or terrorist activities; (iii) incidents or deteriorations to means of

transportation, (iv) embargoes, (v) civil commotions or riots, (vi) defects, nature or inherent vice of the Goods; (vii) acts, breaches of contract or omissions by Merchant, shipper, consignee or anyone else who may have an interest in the shipment, (viii) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; or (ix) strikes, lockouts or other labor conflicts. In such event, Carrier reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

29. Nothing in this Bill of Lading shall operate to deprive the Carrier of any 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. The Bill of Lading shall be construed according to the laws of the United States and the State of New York, and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts located in the Southern District of New York in the United States, and Merchant agrees to the personal jurisdiction of this forum. The terms of this Bill of Lading shall be separate and divisible, and if any part or terms are to be held invalid, such holding shall not affect the validity or enforceability of any other part or terms hereof. This contract supersedes all prior agreements between the parties with respect to its subject matter. No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.