RECEIVED by the Carrier from the Merchant in apparent external good order and condition (unless otherwise noted herein) the total number of Containers, or if the Goods are not shipped in Containers, the total number of packages or other shipping units specified in the box marked "No. of Pkgs. or Containers' for Carriage subject to all the terms and conditions hereof (including the terms and conditions on the reverse hereof and the terms and conditions of Carrier's applicable. The Carrier this Bill duly endorsed shall be surrendered in exchange for the Goods or Pelivery Order.

In accepting this Bill, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as if signed by the Merchant, any local custom or privilege to be contrary notwithstanding, and agrees that all agreements or freight engagements for the sploment of the goods are superseded by this Bill.

- g words whether contained on the front or back have the meanings hereby assigned: sans (A) Bill of Lading if this document is issued as a Bill of Lading, or (B) Sea Waybill if this document is issued as a Sea Waybill standing anything else contained in or incorporated into this Bill, if it is issued as a Sea Waybill, it will not be a document of title to the

- (1) "Bill" means (A) Bill of Lading if this document is issued as a Bill of Lading, or (B) Sea Waybill if this document is lisued as a Sea Waybill. Notwithstanding anything eige contained in or incroproted into this Bill, if it is sussed as a Sea Waybill, it will not be a document of title to the Control of Control

CARRIER'S TARIFF.
 The terms and conditions of Carrier's applicable tariff are incorporated herein, including those provisions relating to Container and vehicle demurrage Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In the event of any inconsistency between this Bill and the applicable Tariff, this Bill shall prevail.

MERCHANT'S WARRANTY
 The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning, or entitled to possession of the Goods and this Bill

- 4. EXEMPTIONS AND IMMUNITIES OF SERVANTS, AGENTS, STEVEDORES AND OTHER SUB-CONTRACTORS.
 (1) The Carrier shall be entitled to sub-contract the whole of any part of Carriage on any terms whatsoever.
 (2) In contracting for the following exemptions and limitation of, and econoration from, liability, the Carrier is acting as agent and trustee for all other becomes manned in this claims. It is understood and agreed that, other than the Carrier, no Person Contract or corporation or other legislations of the contractors whatsoever utilized in the Carriage) is, or shall be deemed to be, liable with respect to the Goods acrier, ballee or otherwise. If, however, it shall be adjudged that any Person other than the Carrier is Carrier or ballee of the Goods, or under responsibility with respect thereof, then all exemptions and illinitations of, and exonerations from, liability provided by law or by the terms in this Bill be available to such Person.
 (3) It is also agreed that each of the aforementioned Persons referred to in the preceding clause are intended beneficiaries, but nothing herein contained shall be constructed to limit or relieve from liability to the Carrier or each acts arising or residing from their feath or negligent.

5. SCOPE OF THE VOYAGE

The intended carriage may include the use of Underlying Carriers and it is expressly agreed that the use of such Underlying Carriers shall not constitute
a deviation. In this regard, the Carrier may at any time, and without notice to the Merchant, use any means of carriage or storage whatsoever,
transfer the Goods from an conveyance to another, including transshipping or carrying the Goods on a Vessel other than that (3) specified on the face
at any place or port whatsoever, load and unload the Goods at any place or port, whether or not such port is named to the face of this Bill as the port
of loading or the port of discharge) and store the Goods at any such place or ports, and/or comply with any orders or recommendations given by any
government or local authority or any. Person or body acting or purporting to act on behalf of such government or local authority.
The liberties set out in this clause may be involved by the Carrier for an purpose whatsoever, whether or not connected with the Carriage of the Goods,
including loading or unloading other goods, bunkering, undergoing regalist, adjusting instruments, picking up or landing any Persons, (including but
out limited to Resonal involved with this operation meantmented or the Vessel) and sustaining Vessel(s) in all studious, Arrything does in accretion
with this clause or any delay artsing therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

- with this clause or any delay arising therefrom shall be used.

 BERTY CLAUSE
 If at anytime the Carriage is, or is likely, to be affected by any situation which has given, or is likely to give rise to danger, injury, loss, delay, risk of capture, seture or detention, or disadvantage of whatsoever nature to the Vessel, the Carrier, any Underlying Carrier or Sub-Contractor utilized in the Carriage of the Goods, or if such studenor makes it in any way unsafe, impracticable or unlandful or against the interest of tearner or the Merchant to commence or continue the Carriage of the Goods, the Carrier may, at any time, in it sale discretion:

 (1) Unpact the Container(s) or otherwise dispose of the Goods in such way as the Carrier may deem addisable at the risk and expense of the Merchant's (2). The container of the Container of the Merchant's (3) is underlying the container of the Carrier and the container of the Carrier of the Merchant's (3) Suspend the Carrier gets and the risk and such as the capture makes no representations as to the maximum period of suspension of the Carrier or place of delivery and any such additional Freights and charges shall be for the maximum period of suspension of the Carrier makes no representations as to the maximum period of suspension of the Carrier and any additional Freight or charges shall be for the account of the Merchant; or

 (4) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the Carrier's responsibility in regard to the goods shall cease. Notwithstanding the abandonment, the Carrier shall nevertheless be entitled to full freight on the goods, and the Merchant shall pay any additional costs of the carriage and delivery and storage at such place or port which the Carrier may deem safe and convenient, whereupon the Carrier's responsibility in regard to the goods shall cease. Notwithstanding the abandonment, the Carrier shall nevertheless be entitled to full freight on the goo

convenient, whereupon the Carrier's respursable, in experience of the Carriage to, and delivery and storage is a turn place or port.

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- rescent as may be otherwise specifically provided alsewhere herein) also govern before the Croeds are hading on and after they are discharged from the Vessel provided, however, that the Goods at said times are in the actual custody of the carrier or any Underlying Carrier or Sub-Contractor.

 (A) With respect to Multimodal Transportation from, to, or within the United States, when the Goods are in the custody of the Carrier, or any Underlying Carrier, such Multimodal Transport will be governed by the provisions of Clause 7(1).

 (B) In the event Clause 7(1) is held inapplicable to such Multimodal Transportation from, to or within the United States then the Carrier's liability will be governed by an de subject to the terms and conditions of the Underlying Carrier's Bill anglor, where applicable, the ICC.

 (B) In the event Clause 7(1) is held mapplicable to such Multimodal Transportation from, to or within the United States then the Carrier's liability will be governed by and be subject to the terms and conditions of the Underlying Carrier's Bill anglor, where applicable, the ICC.

 Notwithstanding the foregoing, in the event there is a private contract of Carriage between the Carrier and any Underlying Carrier, such Multimodal Transportation will governed by the terms and conditions of said contract with shall be incorporation will governed by the terms and conditions of said contract with shall be incorporated herein as if set forth at length and copies of such contract(s) shall be available to the Merchant at any office of the Carrier upon request.

 (C) With respect to alwater Multimodal Transport outside the United States where COGAS is not compulsorily applicable, then the Hague Rules shall apply as per Clause 7(1).

 (D) With respect to and Carriage between countries in Europe, liability shall be determined in accordance with the Contract for the International Carriage of Goods by Road ("CMR"), dated May 1, 1955; and during a Carriage between countries in Europe according to the Inflammational Agreement on Rain

CONTAINER PACKED BY CARRIER.
 Where the goods, receipt of which is acknowledged on the face of this Bill, are not already contained in Container(s) at the time of such receipt, the Carrier shall be at liberty to pack and carry such Goods in Containers.

- Carrier shall be all 'liberty to pack and carry such Goods in Containers.

 9. CONTAINER PACKED BY MERCHANT RESPONSIBILITY.
 Where the Goods have been packed into Container(s) by or on behalf of the Merchant, it is mutually agreed that,
 (1) Any statement(of this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value, or other particulars of the contents of such Container(s) are a furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier is confined to the number and apparent order and condition
 (2) The Merchant accepts complete responsibility for the packaging, securing, and stuffing of the contents of the Container(s), the closing and sealing of the Container(s) and the fitness of the Container(s) and the contents thereof for Carriage in accordance with the terms of this Bill. The Merchant hereby undertakes to indemnify the Carrier and standard, expense, liability, penalty and irrierctly or indirectly or indirectly or sindrectly or sindrectly or indirectly or indirectly or sindrectly or sindrectly or sindrectly or sindrectly or indirectly or indir by the Carrier arising from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) or the contents thereof.

 (3) The Carrier shall be at liberty to inspect the Goods without notice at any time or place.

 (4) Container(s) shall be properly sealed and the seal identification reference as well as the Container(s) reference shall be shown herein. If the container(s) are delivered from the Carrier with seals intact, the Carrier shall not be liable for any loss or damage was caused by Carrier's negligence. In case the seal of the container(s) is broken by Custome there governmental authorities for inspection of the Goods, the Carrier shall not be liable for any loss or damage or any other consequences arising or resulting therefrom.
- (5) The Merchant is obliged to clean the Container(s) at his expense before redelivery to the Carrier so that they are suitable for further service. If the Merchant falls to redeliver the Container(s) as aforesaid, all charges in connection herewith shall be borne by Merchant.

- CARRIERS CONTAINER. NEGROANTS RESPONSIBILITY
 (1) The Merchant shall inspect the Container(s) which are lent, leased, or in any way furnished by the Carrier before the Goods are packed into such Container(s), and the Container(s) which are lent, leased, or in any way furnished by the Carrier before the Goods are packed into such Container(s), and the Container(s) because the Vernation of the purpose of Carriage contracted herein unless the Merchant provides written notice or remarks in writing concerning the condition of the Container(s) Unless such written notification is given, Merchant is precuded from filing claim against the Carrier any loss or damage to the Goods by reason of insufficient or unsound condition of the Container(s).
 (2) The Merchant shall assume full responsibility and indemnify the Carrier for any loss or damage to the Carrier's Container(s) and/or other equipment which occurred while in his possession or in possession of his agents or carriers engaged by or on behalf of the Merchant.
 (3) The Carrier shall not, in any event, be liable for, and the Merchant shall cold the Carrier hard the Carrier shall not, in any event, be liable for, and the Merchant shall cold the Carrier shall not, in any event, be liable for, and the sengaged by or on behalf of the Merchant.

11. SPECIAL CONTAINERS AND PERISHABLE GOODS.

Unless specially requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20 or 40 foot standard dry Container(s). In the event the Carrier agrees to carry the Goods in a special Container(s) such as a refrigerated, heated or insuitated Container(s). The Merchant is required to give written notice of requested temperature settings of the thermostatic controls before received set of this fall with the Goods will be carried in a refrigerated, heated or invalidated or otherwise specially equipped Container(s). The Merchant is required to give written notice of requested temperature settings of the thermostatic controls before received of the Goods by the Carrier. When a loaded container(s) received, the Carrier will verify that the thermostatic controls are set to maintain Container(s), for the proper stowage of the goods within the Container(s) are setting the temperature (including maintenance and regionally during all times before the Container(s) are delivered to the Carrier and after they are delivered by the Carrier. The Carrier is not responsible for produce deterioration caused by inherent vice, defects in the merchantide or transit times in excess of the produce shelf life. The Merchant is grainly advised that refrigerated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of Goods, but solely to when they were loaded into the Container(s) are container(s) are delivered to the Carrier Shall have no liability whatsoever, if the goods are carried in a range of plus or minus 2.5 degrees centigrade (4.5 degrees Fahrenhet) in regard to any carring temperature designated in writing by the Merchant in this Bill.

Goods subject to deterioration or damage by extremes of heat and/or cold which are shipped by Merchant in standard dry Container(s) rather than in refigerated or temperature controlled Container(s) which are shipped by the Carrier are carried at Merch

- AGE ON DECK
 The Carrier has the right to carry the Goods in Container(s) on deck, whether the Container(s) are owned or leased or have been packed or stuffed, by or on behalf of the Merchant or the Carrier. When Goods in Container(s) are carried on deck, the Carrier is not required to specially note, mark or stamp any statement of on deck Carriage on the face hereof, any custom to the contrary notwithstanding. The Goods so carried shall be subject to the applicable legislations as provided for in the Clause Paramount hereof.
- (2) Notwithstanding clause 12(1) above in the case of Goods which are stated on the face hereof as being carried on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsnever for loss, damage.or delay. howsnever arisino.

LIVE ANIMAL, PLANTS AND PERISHABLE GOODS

The Carrier's shall not be responsible for any accident, disease, mortality, loss of or damage to live animals, birds, reptiles, fish, plants and perishable Goods arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of this Bill.

- of all the provisions of this Bill.

 DANGEROUS GODDS AND CONTRABAND

 (1) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisepous, injurious or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the Carriege of such Goods. Such the full inames and addresses of the Merchant.

 (2) The Merchant shall undertake to ensure that the nature of the goods referred to in the preceding paragraph is distinctly, and permanently marked and manifested on the outside of the Goods and Container(s) and shall also undertake to submit the documents or regulations or by the Carrier.

 (3) Whenever the Goods are discovered to have been received by the Carrier without containing the containing the Carrier of the Carrier the Goods are discovered to have been received by the Carrier without containing the carrier strong the Carrier of the Carrier of

IABLE GOODS

IABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currencies, securities, negotiable instruments, writing, documents, pictures, embroideries, works of art, curgos, helirooms, collections of every nature or any other visuable goods whatsoever including obtaining particular value only for the Merchant, unless the true nature and value thereof have been declare in writing by the Merchant before receipt of the Goods by the Carrier and inserted in this Bill and unless ad valorem freight shall have been fully prepaid thereon.

LOSS, CONDENSATION, ETC.

CONDENSATION, ETC.

It is agreed that superficial rust, oxidation or condensation inside the Container(s) or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seavorthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the Carrierge of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Billiand all special Freight, as required, must be paid by the Merchant.

GOVERNMENT REGULATION AND PEMALTY

The Merchant shall comply with all regulations or requirements of Customs, Government authorities port and other authorities, and shall bear and pay all duties, taxes, fines, impose, expenses or losses incurred or suffered by reason of any failure to comply with such regulations, or by reason of any liegal, incorrect, or insufficient marking, number or addressing of the Goods, or the discovery of any drugs, rock, stowaways or other illegal substances within Container(s) packed by the Merchant or inside Goods supplied by the Merchant, and shall indemnify the Carrier in respect therefor.

- Tication AND DELIVERY
 Any mention in this Bill of parties to be notified of the arrival of the Goods is solely for information of the carrier, and failure to give such notification
 shall not involve the Carrier in any liability nor relieve the Merchant of any obligations hereunder.
 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
 If the Merchant rials to take delivery of the Goods, or any part thereof, in accordance with this Bill, the Carrier'm any without notice remove the Goods,
 or that part thereof, and/or store the Goods, or that part thereof, sahore, afloat, in the open or undercover. Such storage shall constitute due
 delivery hereunder, and thereupon all liability whateover of the Carrier in respect of the Goods, or that part thereof, shall cease.

 The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill. (2) (3)

- FREIGHT AND CHARGES
 (1) Freight, shall be payable at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or an ad valorem basis, or per Container or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods furnished by the Merchant, but Carrier may at any time, weight, measure and value the Goods and open packages or customary freight unit to examine contents. In case the Merchant's description is found to remove and additional Freight is payable, the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, furnigating, and valuing the Goods
- Freight is payable, the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, fumipating, and valuing the Goods to Good and the Control of the Control

- 20. CENERAL AVERAGE AND SALVAGEE
 (1) General average shall be adjusted, stated and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994, and as to matters not provided for in these rules according to the laws and usages of the port or place of adjustment, and in the currency selected by the Carrier. Average agreement and bond, together with such additional security as may be required by the Carrier, shall be furnished before delivery of the Goods.
 (2) The Carrier is a special point of the Goods and the Merchant jointly and severally shall contribute with the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier is not responsible by statute, contract or otherwise, the Goods and general average to the payment of any sevenals of a general average to the payment of any sevenals of the Carrier is not paying the payment of any sevenals of the Merchant jointly and severally shall contribute with the Carrier in general average to the payment of any sevenals of the Carrier is not the Carrier in general average to the through the Carrier is not the Carrier in general average to the view of the Carrier is not the Carrier in general average to the through the Carrier is not the Carrier in general average to the the Master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to extreas always exclusive the Master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to extreas always exclusive activities to the Goods and that the Carrier may act as his agent to extreas always exclusive.

21. BOTH TO BLAME COLLISION

If the Vessel comes into collision with another Vessel as a result of the negligence of another Vessel and any act, neglect or default of the master, marrier, pilot or the servants of the owner of the Vessel and in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might incur directly or indirectly to the other or non-carrying Vessel or her owners insofar as such liability represents loss of or damage to his goods or any chain whatsover 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 the owners are part of the claim against the carrying Vessel or the control of the claim against the carrying Vessel or Objects other than, or in addition to, the colliding Vessel or objects are at fault in respect of a collision or contract.

22. NOTICE OF CLAIM AND TIME FOR SUIT
Unless notice of loss of damage and a general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of
Unless notice of loss of damage and a general nature of such loss or damage be not apparent, within three days after delivery, the Goods shall
be deemed to have been delivered as described in this Bill. In any event the Carrier shall be discharged from all little in respect of non-delivery,
mis-delivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been
delivered.

- delivered.

 23. LIMITATION OF LIABILITY

 (1) The Carrier doesn't undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in Clause 7 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier's liability shall be limited to the ocean freight pinder this Bill for the delayed (2) All claims which the Carrier may be liable for shall be adjusted and settled on the basis of the net moice value of the Goods. In no event shall the Carrier be liable for any loss of profit or any consequential loss.

 (3) In the event this Bill covers the Goods moving to or from a port of final destination in the United States, the Carrier's limitation of liability in respect to the Goods shall in no event exceed U.S. Dollars \$500 per package, or when the Goods are not shipped in packages, U.S. Dollars \$500 per customary freight unit. In the event the forgoing would be held inapplicable under the local law of the jurisdiction in which legal proceedings are brought and if the Goods covered by this Bill are subject to the Hajuge Rules and any legislation making those recomplicable to this Bill, the Carrier's shall in no event be liable for any loss or damage to or in connection with the Goods in an amount exceeding the limit of 666.67 SDRs per package, or when the Goods are on shipped in packages, 666.67 SDRs per customary regist unit, or 2 soft imitation is inapplicable under local law, the applicable law limitation amount in the country in which the action is brought shall be applicable under local law, the applicable law limitation amount in the country in which the action is brought shall be applicable under local law, the applicable law limitation amount in the country in which the action is brought shall be applicable under local law, the applicable law limitation amount in the country in which the haction is brought shall be

Neither the Carrier nor any Underlying Carrier or Sub-Contractor utilized by the Carrier in the performance in this Bill Contract shall be liable to answer for or make good any loss or damage to the Goods occurring at any time the Goods are considered to be in Carrier's custody including the period before loading, or after discharge from the Vessel, by reason or by means of any fire unless such fire shall be caused by the actual fault or privity of the Carrier. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and/or any other contracts with the Merchant and expenses incurred by the Carrier for the account of the Merchant and for general average and salvage contributions to whomsoever do and for the costs of recovering same and for any penalties and assessments charged to the Carrier as a reason and the contract of the Carrier as a reason and the contract of the Carrier as a reason and the contract of the Goods. In order to recover for such charges the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant. 25. LIEN

IDICTION
Except as otherwise provided specifically herein any claim or dispute arising under this Bill shall be governed by the law of England and determiner
in the English courts to the exclusion of the jurisdiction of the courts of any other place. In the event this clause is inapplicable under local law ther
jurisdiction and choice of law shall lie in either the port of loading or port of discharge at carrier's option.

2010/08