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to the contrary notwithstanding, and agrees that all agreements or freight engagements for the shipment of Goods are superseded by this Bill.

If this is a negotable (To Order/of) bill of lading, one original bill of lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) bill of lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight) against the surrender of one original bill of lading, if this is a sea waybill, the Carrier shall deliver the Goods (after payment of outstanding Freight) to the person that identifies Itself as being the Merchant without any need to produce or surrender a copy of this sea waybill.

- FINITION

  The following words whether contained on the front or back have the meanings hereby assigned:

  (1) "Bill" means either (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. Notwithstand ing anything else contained in or incorporated into this Bill, if it is issued as a sew aybill it will not be a document of title to the Goods. See Capture of the Capture of the Goods o

- (8) "Goods" means the whole or any part of the cargo received from the Merchant and includes any equipment or Container(s) not supplied by or on behalf of the Carrier.

  (9) "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes any amendments thereto including the Hague-Vibry Amendments, 1968.

  (1) "August, 1924 and includes any amendments thereto including the Hague-Vibry Amendments, 1968.

  (1) "August, 1924 and includes any amendment and the endorsement of this Bill or otherwise.

  (1) "Merchant' includes the shipper, Holder, consignee or receiver of the Goods or any Person owning or being entitled to possession of the Goods or this Bill and anyone acting on behalf of any such Person.

  (12) "Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.

  (13) "On Board" means that the Goods are loaded on board the Vessel or loaded on board any vehicle or other transportation facility that is used or procured by the Carrier as the first mode! Transportation for loaded on the transportation for Carriage in Multimodal Transport.

  (14) "Person" includes an individual, group, company or other entity.

  (15) "Sub-Contractor" includes owners and operators of vessels (other than the Carrier), stevedores, slot chartered owners, terminal and groupage operators, Underlying Carrier or includes any water, rail, motor, air or other carrier (other than the Carrier) utilized by the Carrier for any parts of the transportation substituted in whole or in part, for the Vessel named on the face hereof together with any ship, craft, lighter, barge, feedership, ferry or other means of transportation substituted in whole or in part, for the Vessel named on the face hereof together with any ship, craft, lighter, barge, feedership, ferry

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

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the Person that owns, or is entitled to demand possession of Goods from the Carrier and/or of 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 or any part of the Carriage on any terms whatsoever.

- EMPTIONS AND IMMUNITES OF SERVANTS, Aucrits, 3 Incourses

  (1) The Carrier shall be entitled to sub-contract the whole or any part of the Carriage on any terms whatsoever.

  (2) It is further agreed that:

  (3) It is further agreed that:

  (3) It is further agreed that:

  (4) It is understood and agreed that, other than the Carrier, no Person, firm or corporation or other legal entity whatsoever utilized in the Carriage) is, or shall be deemed to be, liable with respect to Goods as carrier, ballee or otherwise.

  (6) If any such drain should nevertheless be brought, the Merchant agrees to indemnify and hold harmless the Carrier against any and all consequences thereof.

  (6) If notwithstanding the foregoing, it shall be adjudged, or otherwise determined, that any Person other than the Carrier is Carrier or ballee of the Goods, or is responsible with respect thereof. It is agreed and recognised that when entering into the contract of carrierge evidenced by another contained in this Bill the Carrier is acting on its own behalf as well as on behalf of, or as an agent or trustee for, any servants, agents, stevedores and other Sub-Contractors that the Carrier is not only the complete of the Carrier and any and all consequences that the Carrier is not only the complete of the Carrier and the carrier is carrier or balled there are developed to the Carrier or particular to the contract of the Carrier or particular to the Carrier

5. SCOPE OF THE VOYAGE
When performing the Carriage the Carrier may make use of Underlying Carriers as the Carrier sees fit and at its sole discretion 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 Goods from one vessel or other mode of transport to another, including transshipping or carrying Goods on a vessel other than that specified on the face hereof, proceed by any route at the Carrier's cole discretion (whether or not the reserve or most direct, castomary or face of this Bill as the port of loading or the port of discharge) and store. 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 darting or purporsity to act on helaff of such government colar authority or any Person or body darting or purporsity to act on person or connected with the Carriage of Goods, including including or unloading other goods, bunkering, carrying out repairs to the Vessel, adjusting instruments, picking up or landing but not limited to those involved with the operation or maintenance of the Vessel and stating vessel(s) in all situations. Anything done in accordance with this Clause shall be deemed to be within the contractual Carriage and shall not be a deviation.

deemed to be within the contractual Carriage and shall not be a deviation.

6. LIBERTY 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, seazure or detention, sanction by any government or other authority or disadvantage of whatsoever nature to the Vessel, the Carrier, any Underlying Carrier of the Carrier and the Car

### 7. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT.

- INTER'S RESPONSIBILITY AND CLAUSE PARAMOUNT.

  (1) Port-to-Port Dispiment when loss or damage has occurred between the time of loading Goods by the Carrier, or any Underlying Carrier, at the port of loading and the time of discharge by the Carrier, or any Underlying Carrier, at the port of discharge, the responsibility of the Carrier shall be determined in accordance with the Hague Rules, save as is otherwise provided in these Terms and Conditions, or any national law making the Hagie Rules are any amendments thereto however occurring, if such loss or damage arises prior to loading on to, or subsequent to the discharge from, the Vessel. Notwithstanding the foregoing in the event that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defendancian and liberty set fort in the Hague Rules as applied by this Clause during such additional compulsory period of responsibility. Notwithstanding the preceding provides in that this Bill covers shipments to or from the United States, then the US COGSA shall be compulsory single and after the Goods are discharged from the Vessel provided, however, that Coods at said times are in the actual custody of the Carrier or any Underlying Carrier or Sub-Contractors.
- that this Bill covers shipments to or from the universal subsequence of the period before loading of Goods on the Vessel and after the Goods are discharged from the vessel specifically provided elsewhere herein) also govern the period before loading of Goods on the Vessel and after the Goods are discharged from the vessel of the Contractor.

  (b) Contractor of the Contractor of Vessel (Contractor) of Contractor of Con

- Suru-Officeurs a three was the control of the Carrier to the Merchant, the Carrier shall be automatically subrogated to all the rights of the Merchant against (5) and the control of the Carrier of the Carrier shall be automatically subrogated to all the rights of the Merchant against control of the Carrier of the Carrie

 CONTAINER(S) PACKED BY THE CARRIER.
 Where Goods, receipt of which is acknowledged by the pack and carry such Goods in Merchant. nowledged on the face of this Bill, are not already contained in Container(s) at the time of receipt, the Carrier shall be at in Containers, but in case the Carrier choses to exercise such liberty it shall be deemed to have acted on behalf of the

- Merchant,

  9. CONTAINER(S) PACKED BY THE MERCHANT RESPONSIBILITY.

  Where Goods have been packed into Container(s) by or on behalf of the Merchant (including by the Carrier pursuant to Clause B), it is mutually agreed that,

  (1) Any statement in this Bill relating to marks and numbers, number and type of packages, description, quantity, quality, weight, measure, nature, kind, value,

  1. Any statement in this Bill relating to marks and numbers, number and type of packages, description, quantity, quality, weight, measure, nature, kind, value,

  1. The Merchant accepts complete responsibility for the packaging, securing, and stuffing of the contents of the Container(s) on lability

  1. The Merchant accepts complete responsibility for the packaging, securing, and stuffing of the contents of the Container(s) and the (intens) of the Container(s) and the container(s) and the (intens) of the Container(s) and the (intens) of the Container(s) and the container(s) and the (intens) of the Container(s) and the (intens) of the Container(s) and the container(s) a

- 10. CARRIERS CONTAINER. \* NEGATIVES RESPONSIBILITY

  (1) The Merchant shall inspect the Container(s) which are lent, leased, or in any way furnished by the Carrier before Goods are packed into such Container(s), and the Container(s) socked by the Merchant shall be deemed to have been accepted by him in good order and suitable condition for the purpose of Carriage contracted herein unless written notice or remark in writing concerning the condition of the Container(s) is received by the Carrier from the Merchant prior to damage to Goods by reason of insufficient or unsound condition of the Container(s) precluded from making any claiment the Carrier for any loss or damage to Goods by reason of insufficient or unsound condition of the Container(s) and/or other equipment which occurred while in his possession or his agencient 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 indemnify and hold the Carrier harmless containing and by the Merchant, or the property of other Persons or highest to other Persons occurring which the Carrier's Container(s) in the possession of or big sense of his pages to which the Carrier's Container(s) and the possession of the possession of the container which the Carrier's Container(s) and the possession of the possession of the sense container which the Carrier's Container(s) and the possession of the Carrier's the possession of the possess

Merchant's agents or inland carriers engaged by or on behalf of the Merchant.

11. SPECIAL CONTAINERS AND FERISHABLE GOODS.

Unless specially requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20 or 40 floot standard dry Container(s). Goods of a perishable nature shall be carried in such dry Container(s) without special protection, services or other measures unless it is noted on the reverse side of this Bill that Goods will be carried in a refrigerated, be the ventilated or otherwise specially equipped Container(s). In order on the vent the Carrier agrees to carry the goods in a special Container(s) such as a refrigerated or heated Container(s), the Merchant is required to give written notice of requested temperature settings of the thermostatic controls before receipt of Goods by the Carrier. When a loaded Container(s) is recontainer(s) reconstructly that the Hermostatic controls are set to maintain Container(s) temperature as requested, but is unable to confirm and shall not be taken to have confirmed whether the Container(s) actually maintain the temperature set by the thermostatic controls or whether they are capable of doing so. The Merchant is responsible for thinging Goods to the proper maintaines or the proper maintaines or the proper maintaines or the proper maintaines and repair) during all times before the Container(s) are delivered to the Carrier and after they are capable of the Carrier is not responsible for produce deterioration caused by inherent vice, detects in the merchandise or transit times in excess of the produce shell file. The Merchant is specifically advised that refrigerated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of Goods, but dyled that refrigerated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of Goods, but dyled that refrigerated, heated, specially ventilated or otherwise specially equ

- 12. STOWAGE ON DECK
  (1) The Carrier has the right to carry. 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 this Bill to indicate that the Container(s) are so carried, any custom to the contrary notwithstanding. The Carrier's liability for loss or damage to any Goods so carried shall be subject to the provisions of this Bill, including Clause?

  (2) Notwithstanding Clause 12(1) above, where it is stated on the face hereof that Goods are being carried on deck, and Goods are in fact so carried, neither the Hague Rules nor the US COGSA shall apply and the Carrier shall be under no liability whatsoever for any loss, damage or delay, howsoever arising.

13. LIVE ANIMAL, PLANTS AND PERISHABLE GOODS

The Carrier shall not be responsible for any accident, disease, death, 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

- REGUS GOOS AND CONTRABAND

  No Goods that are or may become of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature, or which are or may become lable to damage or cause loss to any Persons or property whatsoever, shall be presented by the Merchant to the Carrier for the Carriage without the Merchant previously making a written application to the Carrier for the Carriage of such Goods, accurately stating there nature, the Carrier for carriage without the Merchant, and doctains the carrier for the Carriage of such Goods, accurately stating there nature, the Carrier for carriage of such Goods, accurately stating the nature of Carrier for the Carrier for and disclesses of the Herchant, and doctains the Carrier for carrier for the Carrier for Goods and Container(s) and shall also undertake to submit the documents or certificates required by any application or regulations or but the Carrier.
- The Merchant shall undertake to naisure that the nature of Goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of Goods and Container(s) and shall also undertake to submit the documents or certificates required by any applicable laws or regulations or by the Carrier. The three described in Clause 14(1) are researched to the Contre without containing his written consens, or which being delicity and permanently marked so as to comply with laws and regulations, or the documents or certificates required by any applicable laws or regulations or by the Carrier are not submitted, or Goods are found to be contraband or prohibited by any law or regulations of the pick of Idealing, discharged or otherwise disposed of at the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier and any kind of loss, damage or liability including but not limited to loss of Freight and any expenses directly or indirectly arising out of or resulting from such 1). The Carrier may exercise and enjoy the right or begind confered upon the Carrier with the Carrier shall be contained to the Carrier of the Clause may be or, in the Carrier's sole opinion, may become diagenous to the Carrier, the Vessel, other Goods and/or Container(s). Underlying Carriers, Sub-Contractors, Persons and/or any other property whistospeer. The Carrier has the right to intende the contrainer of the Merchant. by (3) If

ALUABLE 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 schemicals, bullion, specie, currencies, escurities, negotiable instruments, writing, documents, pictures, embroideries, works of art, curios, helifootins, collections of every nature or any other valuable goods whatsoever including Goods having particular value only for the Herchart, unless the true nature and value thereof has been declared in writing by the Merchart before receipt of Goods by the Carrier and inserted in this Bill and unless ad valorem Freight thereon has been prepaid in full.

LOSS, CONDENSATION, ETC.
It is agreed that superficial test, condition or condensation inside the Container(s) or any similar condition due to moisture is not the responsibility of the Carrier, unless said condition and to the Carrier's failure to provide a sense; they Container to the Sectional prior to loading and the Merchant has given notice of the section of the Carrier's the Carrier's failure to the Carrier's failure to the Carrier's the Ca

OVERNMENT REGULATION AND PENALTY
The Merchant shall comply with all laws, regulations or requirements of customs, government authorities, port and other authorities, and shall bear, pay and indemnify the Carrier in respect of all duties, taxes, fines, impose, expenses or losses incurred or suffered by the Carrier by reason of any failure to comply with such laws, regulations or requirements, or by reason of any illegal, incorrect, or insufficient marking, number or addressing of Goods or the Container(s), or the discovery of any drugs, narroctics, stowaways or offer lilegal substances within Container(s) packed by or on behalf of the Merchant or inside Goods supplied by the Merchant, and shall on demand indemnify the Carrier and hold it harmless in respect thereof.

- OTIFICATION AND DELIVERY

  (1) Any mention in this Bill of parties to be notified of the arrival of Goods is solely for information of the Carrier, and failure to give such notification shall not invoke the Carrier in any liability nor relieve the Merchant of any obligations hereunder.

  (2) The Merchant shall take delivery of Goods within the time provided for in the Carrier's applicable Tariff.

  (3) If the Merchant fails to take delivery of Goods within any part thereof, and/or store Goods, or that part thereof, and/or store Goods, or that part thereof, ashore, affoot, in the open or undercover. Such storage shall constitute due delivery hereunder, and all liability whateveer of the Carrier in respect of Goods, or that part thereof, shall cases forthwith.

  (4) 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 from this Bill.

- REGIST AND CHARGES

  (1) Freight shall be payable at the Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or an ad valorem basis, or per Cortainer or package or customary freight unit basis or any other applicable rate as set forth in the Carrier's Barff. Freight may be calculated on the basis of the description of Cooks of Currislead by the Merchant, but the Carrier's may at any time weigh, measure and value Goods are customary contained by the Merchant, but the Carrier's may at any time weigh, measurement, or and value Goods.

  20. Full Freight be the port of discharge or, in case of multimodal transportation to the place of delivery named herein, and all other charges against Goods, shall be considered completely earned on receipt of Goods by the Carrier or Underlying Carrier as the case may be, whether the Freight or charges be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be considered completely earned on receipt of Goods by the Carrier or Underlying Carrier as the case may be, whether the Freight or charges be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be carried as the carrier or transport of the carrier or transport of the carrier or transport or the carrier or transport or the carrier or transport or the carrier or the regist of the date payment of regist than all this Bill or, at the Carrier's or the regist of the carrier or the payment of in charges or in the case of carrier or the payment of the carrier or charges in level to carrier or the payment of all Freight, demurrage, General Average, salvage and other charges, including but not limited to court costs, expenses and reasonable legal costs incur

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  ENERAL MERBACE AND SALVAGE

  (1) General average shall be adjusted 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, including at the Carrier's potion the provision of cash, as the Carrier may deem sufficient to cover the estimated contribution of Goods, shall be furnished before delivery of Goods.

  Enter of Coods shall currently the contribution of Goods, shall be furnished before delivery of Goods.

  For example, the contribution of Goods shall be furnished and the contribution of the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Merchant or owners of Goods shall contribute with the Carrier in general everage to the payment of any scartices, losses or expenses of a general averature that may be and or incurred and shall pay salvage and special charges incurred in respect to Goods. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving's vessel or vessels belonged to strangers. In the event the Master or event the Ma

TH TO BLANE COLLISION CLAUSE
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, Maniner, P
If the Vessel comes into collision with some control of the Nester of the Nest

INDESTRUCTION THAT INTERVISUAL INTERVISUAL INDESTRUCTION OF A CHARGE IS GIVEN IN WRITING TO the Carrier at the port of discharge or place of delivery before or at the time of delivery of Coods, or if the loss or damage is not apparent within three days after discharge or delivery, Goods shall be deemed to have been delivered as described in this Bill. In any event the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within one year after delivery of Goods or the date when Goods should have been delivered.

- unless suit is brought within one year after delivery of Goods or the date when uodos should have used understance that Goods shall arrive as the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as on outset fact clause? The Carrier shall in no crounstances be liable for any indirect or consequential loss or damage caused by delay. It is not seen and save as for recogning the Carrier's found shall be adjusted and settled on the particular this bill for the delayed Goods, exclusive of local charges and/or demurrage.

  (2) All claims which the Carrier may be liable for shall be adjusted and settled on the basis of the net invoice value of Goods. In no event shall the Carrier be liable for any consequential loss or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, U.S. Dollars \$500 per cause, or when Goods are not shipped in packages, of the Goods in a more of the security in which the action is brought.

  (4) The limits of this Bill; the Carrier's shill in or event be liable for any long or in connection with Goods in an amough cause of the security in which the action is bro

# Neither the Carrier nor any Underlying Carrier or Sub-Contractor utilized by the Carrier in the performance of this contract shall be liable to answer good any loss or damage to Goods occurring at any time Goods are considered to be in the Carrier's custody including the period before loading, or aftir form the Vessel, by reason or by means of any fire unless such fire shall be caused by the actual fault or privily of the Carrier's and the carrier of the actual fault or privily of the Carrier's and the carrier of the actual fault or privily of the Carrier's and the carrier of the actual fault or privily of the Carrier's and the carrier of the actual fault or privily of the Carrier's and the carrier of the carrier of

25. LIEN No.

The Carrier shall have a lien on Goods and any documents relating thereto (including this Bill), which shall survive delivery and release of such Goods, for any and all sums payable to the Carrier under the contract and/or any other contracts between the Carrier and the Merchant whether or not related to or concerned with the Carrier and expenses incurred by the Carrier for the account of the Merchant and for general average and salvage contributions whomsoever due the contract of the Carrier as a result of its Carriage of Goods. In order to recover any sums due to the Carrier as a result of its Carriage of Goods. In order to recover any sums due the Carrier as the Carrier shall have the right to sal Goods by public acution or private treaty without notice to the Merchant. If no sale of Goods, the proceeds fall to cover the amount due and the costs and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

MIRSIDICTION
It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filled exclusively.

Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States of America, in suit shall be filled exclusively in the United States District Court, for the Southern District of New York and U.S. law shall exclusively apply. The Merch that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier removing a sanother forum. The Merchant relaves any objection to the personal jurisdiction over the Merchant of the above agreed fora.

Any action by the Carrier to enforce any provision of this fall may be brought before any court of competent jurisdiction at the option of the Carrier.

2022/10