Combined Transport Bill of Lading

1. (Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer, (B) "Inland Carrier" means carriers (other than the Ocean Carrier, non-vessel operating common carrier, non-vessel oper

(B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or balles (C). "Combined Transport "means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plas one or more lankan Carriers. (D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading the shiper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading, Eff. "Doeds" mean the cargo go described on the face of this Bill of Lading and, "the cargo is packed into container(s) supplied or fumished by or on behalf of the Merchant, include the container(s) as well. (G) "Vess" includes the vessel named on the face of this Bill of Lading and, "the vessel mandon of the class of the mass of the mark of the more balance of the mark of t barge or other means of transport that is substituted in whole or in part for that vessel. (ii) "Container" includes and containers (including an open top container) filt at reck platform, trainer, transportable tank, pallet or any other device used for transportation of goods. (i) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the vestol or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an laland Carrier. "On Board" means that the Goods have been loaded on board the vestor of ther means of lankad carriage or are in the custody of a participating nalload or other Inland Carrier. () "Subcontractor" includes stevedores, longshoremen, lighteres, terminal operators, warehousment, truckers, agents, servards, and any person, firm, corponation or other legal entity which, performs services incidental to the carriage of the Goods. (K) "United States" or "U.S." means the United States of America.

 (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading 2. (Chance Faramount) (A) insolar as this Biol of Lading covers carrage of Loods by water, this Bill of Lading shall have effect subject to the provisions of the "Hage Rules", analytic the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1998, known as the Visby Rules), as mended on hervice computionity applicable. The Hagus Rules as nearced in the country of shipment or is otherwise computionity applicable, the Hagus Rules as nearced in the country of destination, or is otherwise computionity applicable, the terms of the Hagus Rules as nearced in the country of destination, or is otherwise compulsority applicable, the terms of the Hagus Rules as nearced by the Convention shall apply. When no such enactment is in force in the country of shipment or in the country of shipment or is otherwise compulsority applicable, the terms of the Hagus Rules as nearced by the Convention shall apply. When the shift of Lading covers Goods moving to or from ports of the United States in foreign trade, then carriage of such goods. of Lading overs Goods moving to or from ports of the United Statuses in foreign trade, then carninge of such goods shall be subject to the provisions of the United Statuse Carning of Goods by Sea Act, 1936, 46 U.SC. P1300-1315 as amended (hereinafter U.S. COGSA'), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) contentions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) otherwise provided in this Bill of Lading. **3.** (Law and Juriediction) Whenever the Carninge of Goods by Sea Act 1936 (COGSA) of the United States for America anolies, this contract is to be everented by United Status Ear. In all other cases actions atmints the

3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, any coun

Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country. 5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Occan Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carrier of the Goods and any and all duties whatsoever undertaken by the Occan Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontrator (and Subcontractors) Albootontactor, of Occan Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Ocean Carrier a gainst all consequences of such claims. (C) Without projudice to the foregoing, every Subcontrator (and Bubboontractor) shallber the benefit of all provisions in this Bill of Lading for the benefit of the Ocean Carrier as if such provisions were expressly for the Subcontractor's the Bubboottractor. 6. (Route to Transport) (A) The Goods may, at the Ocean Carrier, to the extent of those provisions, does so not only on its own behalf of such Subcontractors. 6. (Route to Transport) (A) The Goods may, at the Ocean Carrier, to the extent of those provisions, does so way route whatsoever, whether or on such route is the direct, advertised, or customary route, once or more othere and in any order, and/or to any context absolute discretion, the arrier and by any route whatsoever, whether or not and/or to any claiming at any ptory place whetherised, or customary route, once or more othere and in any order, and/or to any claiming at any ptor place whetherised, or customary route, once or more other and in any oncer, and/or to any claiming at any ptor place whetherised, or customary route, once or more other and in any onder main any other main any other means of transport by la

any route whatsever, whicher or not such route is the direct, advertised, or customary route. (B) The Vessel shall have libery to call and/or sucy at any port or place in or out of the direct, advertised, or customary route, once or more often and in any order, and/or to comit calling at any port or place whether scheduled or not. (C) The Vessel shall have libery, either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trajs or tests, dy dock, go to reqair y ands, shift berths, late on file of stores, emback or dissubstant, person, arry contraband, explosives, munitons, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or propert. (D) If the Goods in whole or in part and notice to merchant of such sailing is hereby waived. Ocean Carrier may forward the Goods under the terms of this Bill of Lading, or if bading the Goods whole or in part and notice to merchant of such sailing is hereby waived. Ocean Carrier may forward the Goods under the terms of this Bill of Lading, or the vessel names of the site of the substitute ship is sounded or operator data. The sound of the vessel name of the site of the substitute for the vessel name of the site of the site of the site of the data of the extern valiable of the carrier of and risk store of adata. Stories of abstration of the closen Carrier's option and without notice to Merchant, another ships may be substituted for the Vessel name of the site of the closen Carrier of the substitute ships is sound or operated by Ocean Carrier or arrives or departs, or is scheduled to arrive or depart, hefore or after the Vessel named by this Bill of Lading, (F) Any action taken by the Ocean Carrier of the the Netsoff or all be centical of a the data of an exploset of such action, the Ocean Carrier data the blab is in respect of such action, the Ocean Carrier data the line heetif of all privileges, ri

classing: "Loading" shall be deemed to commence with the booking on the vessel's tackk, or if art sing the vessel's tackk, with the receipt of the Goods on deck or in the hold off the Goods are in Kull kinghi) in the vessel's tackk, with the receipt of the Goods on deck or in the hold off the Goods are in Kull kinghi) in the vessel's tackk, we vessel' tackk or removed from the vessel's deck or passed byeond the vessel's permanent pige connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier and each hindan Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or hinds, shall be responsible for any loss or dumage caused while the Goods are on it in scatudor. Any claim for loss of or dumage to the Goods, including loss or dumage or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of ording or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of or dumage to in connection with the Goods, such responsibility, subject to loss or dumage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when the Jelf the sea terminal the port of dischange, or caused during the handling, storage or carriage to lease of the Merchant in respect to loss or dumage cost of the Goods by Cecan Carrier's Subcontractor, to the extent to which such Subscenter prior of such and merce and the chart of the Ad and as direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier is not authorized under any applicable laws, rules or relevance priors in Europe and handling, storage or carriage. If such handling, storage or carriage occurred in or breveen priors in Europe and the Europe and carriage. If such handling, storage or carriage coc

Conferencially, (b) in its setaminate by the sorticiant that minute Chriter is reponsible to the single Carrier would have been lise to the Network with the state of the state of the state of the single Carrier would have been lise to the Network and the data applicable. (c) Noveptiturant, and the Article 7. It of a constraint of the state of the Network and the state of the Network and the state of the Network and the state of th

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 the Merchant without any liahility whatosever in respect of such agency. The Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extrn freight charges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel, and the Ocean Carrier shall have a lien upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances

(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or causal. Moclade, prohibition, or restriction on commerce or trading quantatics, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor trubbles, whether partial or general and whether or not involving employees of the Occan Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, abstrace, absence or obstacles of labor or facilities for loading, discharge, follower, or other handling of the Goods, epidemics or discuss, had watener, shallow water, ice, landslip, or other obstacles in navigation or carriage (D) The Occan Carrier or all addition to all other librities

ovided for in this Article, shall have liberty to comply with orders, directions, regulations or sug provide to an it in structice, stant layer interty to compay with outers, unections, regulations or suggestions as avaigation of the carriage or handling of the Goods or the Vossel howsever given, by any actual of purpor government or public authority, or by any committee or person having under the terms of any insurance on Vossel, the right to give such order, direction, regulation, or suggestions. If by reason of and/or in complian on the

Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation. 9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, valate, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars (truthed by blum are correct, and the Merchant shall indeminify the Ocean Carrier that the descriptions and damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any such particular.

10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the

Ito (toe of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier should be at liberty to pack and carry the Goods in any type of container.
Ito (Coran Carrier V Container) (A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier stantianers and other equipment if the loss or damage to the Ocean Carrier shall missen and other equipment if the loss or damage to a corus while in the possession or control of the Merchant, this agents, or common carriers equipment if the loss or damage to a corus while in the possession or control of the Merchant, this agents, or common carriers equipment if the loss or damage to a corus while in the possession or control of the Merchant, this agents, or common carriers read in no even be liable for each of the Ocean Carrier's thumine or its contents while in the possession or control of the Merchant, his agents, or common carriers read in an other of the Merchant, but the Decean Carrier's thumine or the interview while in the possession or control of the Merchant, this agents, or common carriers read in an other of the Merchant, but the Decean Carrier's shall in the possession or control of the Merchant, this agents, or common carriers read and the Merchant.

damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, its agents, or common carriers engaged by or on behalf of the Merchant. 12. (Container Packed by Merchant) If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) this Bill of Lading is prima facile evidence of the needpt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts to responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents or the the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant breach of any of these warrantists, the Merchant and In one Cocan Carrier shall be responsible for, and the Merchant stall indemnify and hold Ocean Carrier theorem shall be responsible for handling and suitable conditions for the puryose of the transport contract for in this Bill of Lading, and being in sound and suitable conditions for the puryose of the transport. (D) If the container is deleviced after transports by the Ocean Carrier bofter the transport. (D) If the container is deleviced after transports by the Ocean Carrier's obligation under this Bill of Lading, and the Ocean Carrier shall not be liable for any loss of or damage to the container. (Fine Carean and Inhand Carrier shall have the right to open the container and the porsumer, D) (J) If the container is deleved after transport of the Cortean and to inspect its contents without notice to the Carean and Inhand Carrier shall have the right to open the container to head by cursoms or other authorities for shall be bomen by the Merchant. (J) if any scal of the container is Finet

minuted varier shall have the right to open the comminer and to inspect its contents winnon node, to the Merchant, as such time and place as the Cocean or halmed Carrier may deem necessary, and all expenses incurred therefrom shall be home by the Merchant. (F) If any seal of the container is breaken by constroms or other authorities for income of the contents, the Cocean Carrier shall not be filled for any resolution [loss, damage or expenses. In Continuer and the contents, the Cocean Carrier shall not be determined in the contra carrier of the carrier and provide comminer packed by or on behalf of the Merchant, but the Cocean Carrier will treat such Goods or container only and a ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container packed bin to be responsible for the function of a special container supplied by or on behalf of the Merchant. (B) The Ocean Carrier shall not be liable for any y tones of a dynamic strengt or on behalf of the Merchant. (B) The Ocean Carrier shall not be liable for the y tones of a special container supplied by or on behalf of the Merchant. (B) The Ocean Carrier shall not be responsible for the function of a special container supplied by or on obselial of the Merchant. (B) The Ocean Carrier shall not be table for any toss of or damage to Goods in a special hold or container parking from latent defects, breakdown, or stoppage of the refigreation on the table; mainter shall before or at the beginning of the transport exercise due Merchants in the special hold or container in an efficient state. (c) If the Goods have been packed into a refigurated container by the Ocean or haland Carrier, and the particular temperature range requested by the Merchants in streevide by the Ocean or haland Carrier is in a artificient speciel packed into a refigurated container by the does not guarantee the maintenance of such temperature range toxet by the Merchants in the evolved by the Ocean or haland Carrier is in a artificient spack is in a retrigerated container packed by or on behalt of the Merchant, it is the obligation of the Merchant to show the contents properly and set the thermostatic corrols exactly. The Ocean Carrier shall no be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temportune inside the containst-14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an explosive,

14. (Dagerous Goods, Contraband) (A) the Ocean Carner undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrie's approval of a writen application by the Merchant prior to the carriage of such Goods. Such application must accurately state the mane, nature and classification of the Goods, as well as how they are dangerous and the method or endering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and adager of such Goods is distinctly hand permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any explicible statue or regulation of by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or fundar Carrier Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean' or Inland Carrier without complying with subparts (A) (B) or (C) show: on the Goods are found to be contrabuted or prohibited by any law or regulation of any place during the transport, the Ocean Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and the Merchant shall be linkle for and indemnity the Ocean Carrier against any loss; damage or linklify; including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Ocean Carrier may excrision the right conforred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangeroux, even if not dangerous when received by the Ocean or The Ocean Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the right and errors of the Merchant Merchant and at the risk and expense of the Merchant.

Merchant and at the risk and expense of the Merchant. 15. (Stowge Under and on Deek) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carrier shall not be required to specially note mark, or stamp any statement of 'no deck stowage' on the face of this Bill of Lading, any used not to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelf edck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Decen Carrier for the risks be carried on deck without further notice to Merchant and without liability to the Ocean Carrier (or the risks) be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goodo not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perlis inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading

Version of the range rules (unclusing U.S. UGASA, nonvinissianing Section 1301 (c) interoot) and the terms of this Bill of Laber Animuks and Plants). With respect to the custody and carriage of live animuks and plants, all risks of loss or damage shape this inherent in or incident to such carriage shall be borne by the Merchant, and in all other loss or damage shape this inherent in or incident to such carriage shall be borne by the Merchant, and in all other loss or damage shape this inherent in or incident to such carriage shall be borne by the Merchant, and in all other loss or damage shape this bill of Lading. 17. Valumble Geodo) The Ocean Carrier shall not be link to any creater than the first Bill of Lading, particular value only for the Merchant, unless the true nature and value of the Goosh have been declared in writing by dementant before receipt of the Goods by the Ocean or Inhandle goods. Including goods having particular value only for the Merchant, unless the true nature and value of the Goosh have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inhand Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required. 18. **(Heavy LiU)** (A) The weight or single picco or package exceeding 2,240 Hs. gross must be declared by or the outside of the picce or package an letter and figures not less than two incides high. (B) if the Merchant fails in course of the Merchant fails there and figures not less than two incides high. (B) is the Merchant fails of the same of the single high or package exceeding 2,240 Hs. gross must be declared by or the outside of the picce or package of letters and figures not less than two incides high. (B) is the Merchant fails in the true and figures not less than two incides the market high construction the market high construction the face of pickers on the single picce or package in letters and figures not less than two incides the market high.

16. (nearly Lift) (A) Interweight of a single piece of piackage exceeding 2.240 itse gross must be declared by the Merchant in withing feefore recipts have Cosen or Lindau Carrier and must be marked iclearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) if the Merchant fails in misming to in connective with the Goods. (2) the Merchant shall be indiced for resulting loss of or damage to any person or property, and (3) Merchant shall indemnity the Ocean Carrier against any resulting loss, damage, or liability suffreed by the Ocean Carrier.
19. Otherwey by Marke) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, use been clearly and durably sont the oceas, package accordance with marks, use been clearly and durably sont the oceas, package accordance with marks, use been clearly and durably started or odds, package accordance with marks, use been clearly and durably started or odds, package accordance with marks on the Goods, package, a containers or property. (3) The Ocean Carrier shall not be liable port discharge of package and pace of delivery. (B) In no circumstances shall the Ocean Carrier be responsible for delivery in accordance with marks that the fourts the part of the delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the foods, packages and containers correspond to the marks shall be Ocean Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants on the Goods, packages and containers correspond to the marks shall be observed to the Merchant shall indennity the Ocean Carrier against and loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cands or way on the package adapted by the Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, cayaonhous, warknobus, whardr or

proportion to any apparent shortage, loss of weight or damage. 20. Oblivery: 0.16 The Ocean Carrier shall now the right to deliver the Goods at any time at the Vessels side, custombouse, watehouse, wharf, or any other place designated by the Ocean Carrier's responsibility shall cease when the Goods have been delivered to the Merchan, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchan's behalt at he place designated by the Coean Carrier's responsibility shall cease when the Goods have been delivered to the Merchan, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchan's behalt at he place designated by the Coean Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Coean Carrier's responsibility. (C) In case the cargo received by the Ocean Carrier is containers packed by or on behalf of the Merchant (1) The Ocean Carrier shall not be required velow by the Coean Carrier's to the scheduled date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents is intact at the time of unpacking all the Ocean Carrier's responsible for any loss of damage resulting from such delivered by the Goods have been calculater is the such as case if the scalling from such delivery and the Merchants shall be lable for an appropriate algument of the freight and any additional charges incurred (1) if the Goods have been calculater to inter shall most be equired to be containers' and deliver delivered why the Goods have been decked to no containers. At the Goesan Derive's obligations under this Bill of the container at the Goods any be delivered to more any does of the anger entities for the Goods any be delivered to prior amagence to the time of the container. (Bi Optional delivery and the Accean Carrier's and any dot the inding shall be decoma Carrier the Goods any be delivered to more thom the time of the container in delivered with seals in Occar durity shar not be responsible to any has or during to the contrast to the container. (a) optical delivery shall be granted only when arranged prior to the time of receipt of the Goods by Occar Carrier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Occar Carrier at the first port of call named in the option at least 48

hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Ocean Carrier's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others; of the narival, discharge, or disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of Carri

give notineation, in writing or otherwise, either to sterethant or others, or the arrival, inclusing, or disposition of Goods, any coston or agreement to the contrary notwithstanding, and notwithstanding any notwithstanding and notwithstanding the Goods are and the not discharge or place of delivery at the Ocean Carrier's express, but the Goods are related to their intended port of discharge or place of delivery at the Ocean Carrier's and and expense of the Merchant, and neither the Ocean Carrier on this Vsssel shall be deterned to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Coean Carrier's and 101 duling, receipt or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier's and the ters prostible form how the coese carrier and the set principal of a principal of a principal of a principal delivers, for all fresh the Coean Carrier and the represent the set of scharge for ore the shipping d

23. (Lien) (A) The Ocean Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurge, damages, loss, charges, espenses, and any other sums (including costs, customs fees, atorney fees, and other fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contract for custody or carriage of the Goods. Cuecan Carrier may foreCloads the line hy selling the Goods without notice to the Merchant privately or by public auction. If on sale of the Goods the proceeds fail to cover the amount due and the costs and fees incurred, the Ocean Carrier shall be entitled to recover the deficit from the Merchant. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Ocean Carrier sponsibility to 1) in may at its discretion and asplect to its lien, self, abandon, or onthewise dispose of such Goods at the sole risk and expense of the Merchant.

and express of the Merchant. 24. (Preight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Coean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the 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, the Merchant shall be liable for and bound to pay to the Ocean Carrier; (1) the balance of freight between the freight charged and that which would have been due that the correct details been given, pike? Q) expresses incurred in determining the correct details, plus (3) as liquidated and ascertained diamages, an additional sum equal to the correct freight. the correct detains, puts (c) de indunance and ascertained unity shall be considered as completely earned on receipt (c) full freight to the port of discharges or place of discharges shall be considered as completely earned on receipt of the Goean Carrier, whether the freight to be tailed or intended to be prepaid or to be collected a destination. The Ocean Carrier shall be entitled to all freight and other charges due hereunder, whether actually (b) run regin to ure plot on tusk-unige of place or derivery stant to constarted as comparely ended to the forder by the result of a strategie of a bare period to the collected at the destination. The Ocean Carrier shall be emitted to all freight and other charges the hereunder, whether actually plat for any stage of the varies the first and other dampes under any cited to the regulator to the collected at the strategies of the strategies and the strategies certificates to accompany the Goods. The Merchant shall be lable for return Trength and changes on any Goods refused exportation or importation by any public autobility. (G) If the Ocean Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or carring for, the Ocean Carrier at its discretion may, by listelf or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consigner, consigner, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading

Lading 25. (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the locarity of units her or damage he given in writing to the Ocean Carrier at the port of discharge or place of 25. (Notice of Chaim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in withing to the Ocean Carrier at the opt of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days a dire delivery, the Goods shall be deemed to have been delivered as discribed in this Bill OL clading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, disclosely, or damage, unless suit has been brought within one year after delivery of the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time. Carrier within :

Ca (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchan'ts nei invoice cost, philos freight and inaryance premium, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss. (8) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the euxody or carriage to which the applicable version of the Hague Rules applies. (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which wher U.S. COSA is applicable is an amount not exceeding U.S. \$300 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as nevertheless be deemed to be the declared value, and the Ocean Carrier's liability; if any, shall not exceed the declared value. Ara warrial loss or rule masse of high and sharing or pain carrier the basis of sch declared value. If the declared value. nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the declared value. Any partial loss or dumage shall be adjusted por rata on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

Article. 27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Ceean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by thes Rules, according to the laws and usages of the port or place of adjustement and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjusters any deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Ocean Carrier my require shall be functioned by the Ocean Carrier any deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Ocean Carrier my require shall be functioned by the Mereon and any other additional securities as the Ocean Carrier my require shall be functioned by the Mereon and any other additional securities as the Ocean Carrier my require shall be functioned by the Mereon and any other additional darges incurred with the Ocean Carrier my require shall be functioned to the onlygence on not for which or for the consequence of which the Ocean Carrier my whatsoever, whethere due to negligence to hep syntem of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred to respect of the Goods. It a salvage athy bis covent of operated by the Ocean Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers. **28. (Boh to Blanc Claifson**) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owners of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemitify the Ocean Carrier againstal loss or liability which General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any por

ntart stranding or other accident. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when (a) in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Good en received were free from visible rats or moisture. (2) with reference to lumber, imber, phywood, or other on products, that the Goods when received were free from visible stants, discoloration, moisture, shales wood products, that the Goods when received were free from visible stains, discoleration, missiure, shakes, block, charlide, breakage or spilling. If the Merchanic receipts or stabilistic bill of landing with be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering not to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage. **30**, (Grani) Discharge of grain received by the Ocean Carrier is on those the sufficiencity with description or elsewhere, using ront using elsevitos, and such discharge shall constitute a sufficient diorytery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant. **31**. (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier studies built of lading are valiable from the Ocean or Inland Carrier support. (B) (Clinis by the Merchant against an Inland Carrier's application tariff. Copies of the applicable carrier's Tarriff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable carrier's Tarriff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable carrier's application the Ocean Carrier's application tariff.

52. (Ocean Carrier's Tartil) Thus Bill of Lading is subject to the Ocean Carrier's application tartif. Copies of the applicable natifiar dochandle from the Ocean Carrier opto nequest.
33. (Sevenbility of Terms) The terms of this Bill of Lading are sevenable and if any part or term is declared invalid or unenforcable, the validity or enforceability, or any other part or term shall not be affected.
34. (Hamalya Chause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable turit for by status or for the henefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vesel and to and for the benefit of the officers not employees of the Carrier and the agents, officers and crew of the Vesel and to and for the benefit of the officers not employees, terminal operators and agents) and the employees of each then