

# BILL OF LADING

Received in apparent good order and condition, unless otherwise stated herein for shipment on board the ocean vessel mentioned herein or on board the feeder vessel or other means of transportation (rail or truck) if named herein the goods or packages or containers said to contain goods, hereinafter called "The Goods", specified herein for the port of loading named herein and place of receipt if mentioned herein, on a voyage as described and agreed by this Bill of Lading and discharge at the port of discharge named herein or delivery at the place of delivery if mentioned herein, such a carriage, discharge or delivery being always subject to the exceptions, limitations, conditions and liberties hereinafter agreed, in like order and condition at the port of discharge or place of signee mentioned herein or to his or their assigns where the Carrier's responsibilities shall in all cases and all circumstances whatsoever finally cease.

Full freight hereunder shall be due and payable by the Shipper in cash without deduction on receipt of the Goods or part thereof by the Carrier for shipment and shall be deemed to have been fully earned upon such receipt of goods. All charges due hereunder together with freight shall be due from the payable by the Shipper, Consignee, Owner of the goods or holder of the Bill of Lading (who shall be jointly and severally liable to the Carrier) hereafter on demand at such port or place as the Carrier may require, vessel or other means of transportation or cargo lost or not lost from any cause whatsoever.

The freight stated herein to be paid or payable has been calculated and based on the particulars of the Goods furnished by the Shipper to the Carrier. The Carrier shall be entitled at any time to open and reclassify or re-weigh or re-measure or re-value any good, and freight shall be paid on the proper classification or the excess weight or measurement or value (if any) as the case may be so ascertained. The expenses of an incidental or reclassifying or re-weighing or re-measuring or re-valuing shall be borne by the Carrier if the Classification or weight or measurement or value as furnished by the Shipper is found to be correct but otherwise such expenses shall be Consignee, Owner of the Goods and/or holder of this Bill of Lading. The Shipper shall, if required by the Carrier so to do, furnished forthwith on demand to the Carrier the invoice or true copy there of relating to the Goods.

Agents signing this Bill of Lading on behalf of the Company or Line by whom this Bill of Lading is issued have only the limited authority at Common Law of a vessel master signing a Bill of Lading.

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode to transport only.

## The Terms Of This Bill Of Lading On This Side And On The Reverse Side Hereof Are Hereby Mutually Agreed Upon As Follows:

This Bill of Lading shall have effect subject to the provisions of the "Carriage of Goods by Sea Act 1936" ("COGSA") of the United States of America in respect of carriage of goods from ports in the United States. Otherwise this Bill of Lading shall have effect subject to the provisions of the Hague Rules contained in the International Convention for Unification of certain Rules relating to Bills of Lading dated Brussels, August 25, 1924, as enacted in the country of shipment or the said Hague Rules as amended by protocol signed at Brussels on the 23rd February, 1968 (the Hague Visby Rules) or if no such enactment is compulsorily applicable, the provisions of said convention in its unamended form shall apply. If any provisions of this Bill of Lading be invalid under COGSA or any other law that is compulsorily applicable, such provisions shall to the extent of such invalidity, but no further, be null and void.

### 1. DEFINITIONS

"Carrier" Means the Owner or demise Charterer of the ocean vessel on whose behalf this Bill of Lading has been issued.

"Goods" Means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, flat or pallet.

"Merchant" includes the Consignor, Shipper, Holder, Consignee, the receiver of Goods, any person including any Corporation, Company or other legal entity owning or entitled to the possessions of the Goods or this Bill of Lading and anyone acting on behalf of any such persons.

"Holder" Means any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"The Internal Law of a State" shall be deemed to exclude all principals of private international law applied by such state.

### 2. CARRIER'S TARIFF

The terms of the carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request to the case of inconsistency between this Bill of Lading and the applicable Tariff this Bill of Lading shall prevail.

### 3. SUB-CONTRACTING

(1) The Carrier Shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, stowing, warehousing handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent, stevedore or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the goods, and if any such claim or allegations should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such servant agent, stevedore and sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and all limitations of and exonerations from libel provided to the Carrier by law and by the terms hereof shall be available to them and in entering into this contract the Carrier, to the extent those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents, stevedore and sub-contractors.

(3) The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective servants and agents.

### 4. CARRIER'S RESPONSIBILITY

The Carrier undertakes responsibility from the place of receipt if named herein or from the port of loading to the port of discharge or the place of delivery if named herein as follows:

Where loss or damage has occurred between the time of receipt of the Goods by the Carrier at the port of loading, and the time of delivery by the Carrier at the port of discharge, or during any prior or subsequent period of carriage by water, or where it cannot be established where the loss or damage occurred the liability of the Carrier shall be determined in accordance with the provisions of the International Convention for the Unification of Certain Rules relating to Bill of Lading dated Brussels the 25th of August, 1924, or where compulsorily applicable the Carriage of Goods by Sea Act of the United States 1936 or if like Status of other countries, including any national law giving effect to the Hague Rules. If it can be proved that the loss or damage occurred while the Goods were in the custody of an inland carrier the liability of the Carrier and the limitation thereof shall be determined in accordance with the inland carrier's contracts of carriage and tariffs, or in the absence of such contracts or tariffs, in accordance with the internal law of the State where the loss or damage occurred.

In no event shall the liability of the Carrier exceed the amount of compensation payable under Clause 5. The Carrier shall be entitled to the full benefit of and right to all limitation or exemptions from liability authorized by any provision of Section 4281 to 4289 of the Revised Statutes of the United States of America and amendments thereto of any other provisions of the laws of the United States or of any other country whose laws shall apply. Nothing in this Bill of Lading expressed or implied shall be deemed to waive or operate to deprive the Carrier of or lessen the benefits of any such rights, immunities, limitations or exemptions.

### 5. THE AMOUNT OF COMPENSATION

(1) When the Carrier is liable for compensation in respect of loss or damage to the Goods, such compensation shall be calculated be reference to the invoice value of the Goods plus Freight and insurance if paid.

(2) In no event shall the Carrier be or become liable for any loss or damage to or in connection with the Goods in an amount exceeding the limit per package or unit (meaning the unit in which the cargo is shipped, container stuffed by the Merchant to be considered as a unit) provided for by the United States Carriage of Goods by Sea Act Section 4 (5) or by any similar act in force according to the provisions of clause 4 unless the nature and value of such goods have been declared by the Shipper before shipment, agreed by the Carrier, inserted in the Bill of Lading and moreover freight paid on "ad valorem" basis. Whenever the value of the Goods is less than

such an amount this value in the calculations and the adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing values be deemed to be the invoice value plus freight and insurance, if paid, irrespective of whether any other value is greater or less.

(3) Higher compensation may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper which exceeds the limits laid down in this clause has been stated in this Bill of Lading. In the case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

### 6. GENERAL

(1) The Carrier does not undertake that the Goods shall arrive at the port of discharge on the place of delivery at any particular time or to meet any particular market or use and save as is provide in clause 4 the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading.

(2) Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for the direct or indirect or consequential loss or damage arising from any other cause.

(3) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

### 7. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the port of discharge or the place of delivery as the case may be before or at the time of removal of the goods in to the custody of the Merchant such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading, if the loss or damage is not apparent, then notice must be given within three days of the delivery. In any event, the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date when the Goods should have been delivered.

### 8. DEFENSES AND LIMITS FOR THE CARRIER

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods whether the action be founded in contract or in tort.

### 9. SHIPPER-PACKED CONTAINERS

(1) If a container has been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the content and the merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incurred by the Carrier if such injury, loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or  
(b) the unsuitability of the contents for carriage in Containers; or  
(c) the unsuitability or defective condition of the container, which would have been apparent upon reasonable inspection by the Merchant at or prior to the time the Container, was filled, packed, stuffed or loaded.

(2) If a container, which has been filled, packed, stuffed or loaded, be the Carrier is delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss or damage to the content of the Containers.

(3) The Shipper shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

### 10. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents, if it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure in relation to such package or Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under the Bill of Lading the Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

### 11. DESCRIPTION OF GOODS

No representation is made by the Carrier as to weight, contents, measure, quantity, quality, description, condition, marks, numbers of value of the goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

### 12. SHIPPER'S RESPONSIBILITY

(1) The shipper warrants to the Carrier that the particulars relating to the Goods, as set out overlaid have been checked by the Shipper on receipt of this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are correct.

(2) The Shipper shall indemnify the Carrier against all loss, damage or expenses arising from inaccuracies or inadequacy of such particulars.

### 13. FREIGHT AND CHARGES

(1) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the applicable Tariff.

(2) The freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weigh, re-measure, re-classify or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the difference between the correct freight and the freight charged shall be payable by the Merchant to the Carrier.

### 14. LIEN

(1) The Carrier shall have a lien on the Goods unless any documents relating thereto for all sums payable to the Carrier under this Contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the case incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier, may at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant.

### 15. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

(1) The Goods may be stowed by the Carrier in Containers similar articles of transport used to consolidate goods.

(2) Goods stowed in Containers, whether by the Carrier or by the Merchant may be carried on deck or under deck without notice to the Merchant unless on the face thereof has specifically stipulated that the Containers will be carried under deck, and if carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such goods (other than livestock) whether carried on deck or under deck and whether or not staled to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or similar provisions of any other Act which may be applicable.

(3) Goods, (not being goods stowed in Container other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

### 16. METHODS AND ROUTES OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant-

(a) use any means of transport or storage of whatsoever.  
(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than the vessel named overlaid or any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein.

(c) Sail without pilots, proceed via any route, proceed in return to and stay at any port or place whatsoever (including the port of loading herein provided) in any order in or out of the route or in contrary direction to or beyond the port of discharge.

### 17. MATTERS AFFECTING PERFORMANCE

(1) If at any time performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport has commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the Merchants disposal at any port or place whatsoever which the Carrier or Master may consider safe and advisable in the circumstances, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional cost of carriage to and delivery and storage at such port or place.

(2) The circumstances referred to in sub-clause (1) above shall include but shall not be limited to those caused by the existence or apprehension of war declared or undeclared, hostilities, warfare or belligerent acts or operations, riots, civil commotions or other disturbances, closure, obstacles in or danger to any canal; blockade of port or place or indirect or prohibition of or restriction on commerce or trading quarantine, sanitary or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors, congestion of port, wharf, sea terminal or any other place, shortage, absence or obstacles of labor of facilities for loading, discharge, delivery or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslide or other obstacles in navigation or haulage.

### 18. REFRIGERATED CARGO

(1) The Merchant undertakes not to tender for transportation Goods which require refrigeration without previously giving written notice of their nature and particular temperature to be maintained and in case of a refrigerated Container packed by or on behalf of the Merchant further undertakes that the Goods have been properly stored in the Merchant further undertakes that its thermosatic controls have been adequately set by him before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods however arising.

(2) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, vessel, conveyance and any other facilities whatsoever provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the refrigerated Container in an efficient state.

### 19. DANGEROUS GOODS

(1) The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radioactive or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during the carriage. The Carrier or the Master may however, in their absolute discretion reject any such cargo.

(2) If the requirements of sub-clause (1) are not complied with the Goods may at any time or place be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier. Further the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

(3) If the Goods of a dangerous, inflammable, radioactive or damaging nature which were tendered in compliance with sub-clause (1) shall become a danger to the vessel, cargo or any other property of person, such goods may in like manner be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense which the Carrier could not avoid by the exercise of reasonable diligence but incurred as a result of the carriage of such Goods.

### 20. REGULATIONS RELATION TO GOODS

The Merchant shall comply with all regulations of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imports, expenses or losses incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

### 21. NOTIFICATION AND DELIVERY

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

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

(3) If the Merchant fails to take delivery of the Goods or part of them in accordance with the Bill of Lading the Carrier may without notice unload the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.

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

(5) The Carrier may in his absolute discretion receive the Goods as full Container load and deliver them as less than full Container load and/or as split delivery of the Goods to more than one receiver. In such event the Carrier shall not be liable for any storage, loss, damage or discrepancies of the Goods, which are found upon unpacking of the Container.

(6) The Carrier may in his absolute discretion receive the Goods as less than full Container load and deliver them as Full Container Load. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which were not apparent at the time of such delivery, provided that he shall have exercised ordinary care in packing the Containers.

### 22. BOTH-TO-BLAME COLLISION CLAUSE

If the carrying ship comes to collision with another ship as a result of negligence of the other ship in any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier or where the Carrier is not the owner and in possession of the carrying ship, to pay the Carrier as trustee for the owner and/or demise charterer of the carrying ship a sum to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss liability to the other or non-carrying ship or her owner insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant paid or payable by other or her owners as part or their claim against the carrying ship or her owner or demise Charterer or the Carrier. The foregoing provisions shall also apply where the owner, operators, or those in charge or any ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, standing or other accident.

### 23. NEW JASON CLAUSE

(1) In the event of accident, danger, damage or disaster before or after the Commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incur in respect of the Goods.

(2) If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said sailing ship belonged to strangers.

### 24. GENERAL AVERAGE

(1) General average shall be adjusted at any port or place in the option of the Carrier in accordance with the York-Antwerp Rules 1974.

(2) Such deposits as the Carrier may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall if required be made by the Merchant to the Carrier before delivery if the Carrier delivers the Goods without obtaining security for general average contributions the Merchant by taking delivery of the Goods, undertakes personal responsibility to apply such contributions and to provide such cash deposit or other security for the estimated amount of such contribution as the Carrier shall reasonably require.

(3) The Carrier shall be under no obligation to exercise any general average contribution due to the Merchant.

### 25. VARIATION OF THE CONTRACTOR

No servant or agent of the Carrier shall have power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or in writing by the Carrier.