BILL OF LADING TERMS AND CONDITIONS

DEFINITIONS

DETAINTIONS

"Carriage" remark the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of the Carrier as to the Goods covered by this Bill of Lading including but not limited to the loading, transport, unloading, storage, waterboarding and handling of the Goods and related documentary, customs and for processes.

"Carrier's Agents' Indusible, but are not limited to the INS carriery or agent which arranged the Carriage and/or issued this Bill of Lading for and on behalf of Carrier, and the JAS cettly or agent in the country where the Goods are discharged and/or delivered.

"Charges" includes Freight, Germany, determinion cash and all propenses and monetary obligations, including but not limited to duties, taxes and duse, incurred by the Carrier and

In the control of the control of the carried of Carried, as amended "COGINA" means the Carried of Goods by Sea Act of the United States of America, 46 U.S.C. 59 130 et seq., as amended "COGINA" means the Carried of Goods by Water Act 1936 of Carried, as amended "COGINA" means the Carried of Goods by Water Act 1936 of Carried, as amended "COGINA" means the Carried of C

, as arended.

As a serviced suffice, packing, loading or securing of Goods on or within Containers, as arenneed. "Louva" means the Carriage of Goods by Water Are a sufficient of the Containers, trainer includes any container founding but not limited to open top containers, trainer, transportable tank, lift van, flat, pallet or any similar article of transport used to the or facilitate the transport off such Goods."

"includes any container (including our not aimtest to your value or any analysis of the contrainers) and the contrainers of the

"Higher Medits" means the provisions of the intermenant various production of the control of the

secured. Contractor includes but is not limited to owner, charterers and operators of teaches (other than the Currier), deservices, terminal operators, read, rial and eit tronsport.

The contractor is a contractor of the contractors of the contractors, services or agents the regions, custom bulkers, underbuscureds configured error, custom is relieved to a service or agents the resport of the contractors of the contractors, services or agents the resport of the contractors, services or agents the responsibility of the contractors of the cont

The Committee and present control of the Committee Commi

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thank warrains that in agreeing to the terms hereof it is authorized to enter into this Bill of Laining of Laining and the property of the particulars familiated by or on behalf of the Merchant, are a deguate and correct. The Merchant door various that the host of a particular, and any other particulars familiated by or on behalf of the Merchant, are a deguate and correct. The Merchant above warrains that the Goods are laived to option in control and. If the Consider is on suspigible by or to behalf of the Carrier is the Merchant further warrains that the Consider meets all SO and/or other charts a subject of the Carrier is one supplied by or to behalf of the Carrier is the Merchant further warrains that the Consider meets all SO and/or other charts a subject to the Merchant further warrains that the Consider meets all SO and/or other charts a subject to the Merchant further warrains that the Consideration of the Merchant further warrains that the Carrier warrains that the Consideration of the Merchant further warrains that the Carrier warrains that the Merchant further warrains that

3.3 The Merchart shall interrupt real using seasons are seasons as a considerate of the Control Carrier shall be entitled is outborntax directly or indirectly on any terms, the whole or any part of the Carrier, loading, inoloding, handing, storing, wenhousing of the Goods and any and all calls undertaken by Carrier in relation to the cockin, or to substitute any online Visual or many on the Visual or many of transport for the visual went of the Carrier which imposes or attempts to impose upon any of them or any Vessol that no claim or allegation shall be made against any servant, agent or Sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any Vessol more of yair of them any justably whotoever in connection with the Goods, and if a unit claim or allegation shall be made against any servant, agent or Sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any Vessol more of yair of them any justably whotoever expensed in the Carrier and the Carr

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CARRIER'S LIABILITY 6.1 PORT TO PORT SHIPMENT:

r US Carriage
This Bill of Lading shall have effect subject to the provisions of COGSA regardless of whether said act would apply of its own force. The provisions of COGSA are incorpor, berein and, unless otherwise set forth herein, shall apply at all times to the Goods in the Carrier's possession, custody, or control in Federal relationship to the badding and subsequent to discharge, for so long as the Goods remain the prosession, custody, or control of the Carrier or its Sub-Corrier con, including Goods carried on fact desired or its Sub-Corrier con, including Goods carried on fact desired or its Sub-Corrier con, including Goods carried on fact desired or its Sub-Corrier or its Sub-Corrier or its Sub-Corrier con, including Codes carried on fact desired or its Sub-Corrier or its S

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computionly applicative or time size of usuang us, it is accordance to the Goods while in its actual or constructive possession before loading or after discharge, the Conditional Control of the Conditional Conditional Control of the Conditional Conditional Control of the Conditional Conditional Control of the Conditional Cond

TINODAL TANASCENTS

There the Carriage Is Multimodal Transport and shipments are to or from the United States of America, the liability of the Carrier shall be either:

The contract of the Carrier shall be either.

The contract of the Carrier shall be either a for or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Peri of Loading or Port of Discharge in ports of the United States of America; or in the event at can be shown that the demander of loads to sharl be contained to contract during the demonstic transpositions in the United States of America; or in the event at can be demonstic transpositions in the United States of America; or in the Carrier shall be an advantaged and the Merchant of the Carrier shall be an advantaged and the Merchant of the Carrier shall be an advantaged and the Merchant of the Carrier shall be an advantaged and the Merchant of the Carrier of the Carrier shall be an advantaged and the Merchant of the Carrier of the Carrier shall be an advantaged and the Merchant of the Carrier of the Carrier shall be an advantaged and the Merchant of the Carrier of the Carrier shall be an advantaged and the Merchant of the Carrier of the Carrier shall be an advantaged and the Merchant of the Carrier of the Carrier of the Carrier shall be an advantaged and the Merchant of the Carrier of the Ca

separate Bill of Lading.

The bill of Lading and Lading

packed; handling, loading, stowage or unloading of the Goods by the Merchant, or any Person acting on behalf of the Merchant; inherent vice of the Goods:

inherent vice of the Goods; insufficiency or indequeup of marks or numbers on the Goods, coverings, or unit loads; strikes or lockouts or stoppage or restraint of labor from whatever cause whether partial or general; an act, neglect or default in the aveigation or management of the Vessel occurring furing Carriage by water; fire, unless the fire was caused by the actual flast or privily of the Carrier or lack of exercise of the diligence to make the Vessel seaworthy, properly to man, equip and supply the Vessel or formale her fire and self for the receptor, corriage and preservation of the Goods, for which the Merchant shall have the burden of proof.

slappy the receive as trainer to, a manufacture could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence, en the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the cause, or events, specified in Clause 6.2(c), and labe persumed that was so caused and the Carrier related bilality. The claimant with Noverce, be entired to prove that the isso or damage was not, in fixt, ere the loss or damage was partly caused by one of the causes at Clause 6.2(c)), the Carrier shall only be liable to the extent that another cause contributed to the loss or nate.

(ii) where the loss or damage was partly caused and the Carrier relieved or Bassman. The Luminary and the Holl of partly by one or the relieve cause of elements which or partly by one or more of these causes or events.

(iii) where the loss or damage was partly caused by one of the causes at Clause 6.2(x)(t), the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.

(iii) provide the Carriers digit to limit tability as provided or within the Bill of Lading, the Carriers liability shall be calculated by reference to the value of the Goods at the Carriers liability shall be calculated by reference to the value of the Goods at the Republic of the Carriers (and the Carriers liability shall be calculated by reference to the value of the Goods at the Republic of the Carriers (and the Carriers liability shall be calculated by reference to the value of the Goods at the Carriers liability shall be calculated by the reference of the Carriers of the Carriers liability shall be calculated as the Carriers of the Carriers of

(ID hescription of Goods)

(IT) This Bill of Lading shall be prima face evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units indicated in the applicable box on the face hereof.

(IT) This Bill of Lading shall be containers or other Packages or units indicated in the applicable box on the face hereof.

(IT) This Package shall be contained to the Cooks, and the Carrier shall be under no responsibility whatsbeer in repeat of soft she description or particulars.

(II) if any particulars of any letter of credit, import license, and/or sales contract, invoice, order number, and/or details of any contract to which the Carrier is not a party, see above on the face of the Bill of Lading such particulars in enduded solely at the request of the Better and for the enducion of a section on the face of the Bill of Lading such particulars in the Bill of Lading. The Merchant advantage shall be enducioned in Indemnity the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant advantage shall be endured primary advantages and the contained shall be endured primary advantages and the contained shall be endured primary and the contained shall be endured primary face to have delivered in the Bill of Lading or, if the loss or damage is not apparent good order and condition of shalling of the Cooks and the Carrier's advantage to the endured order of the Cooks and the carrier's advantage of the Cooks into the carrier's advantage to the endured order of the Cooks and the carrier's advantage of the Cooks into the carrier's advantage to the decidence of the Cooks and the carrier's advantage to the cooks into the carrier's advantage to the cooks and the carrier's adv

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polic, mislation or any apparatus or the Cursainer, provinces was under Staffer and the Container in an efficient of Container, and Goods may be Staffed with other goods.

Goods may be Staffed by the Carrier in or on Containers and Goods may be Staffed with other goods.

The terms of the Staffed have the responsibility of the Carrier in commenction with or arising out of the supply of a Container to the Merchant.

If a Container has been Staffed by or on behalf of the Merchant.

If a Container has been Staffed by or on behalf of the Merchant.

(If a Container has been Staffed by or on behalf of the Merchant.

(If a Container has been Staffed by or on behalf of the Container has been Staffed,

(I) caused by the number in which the Container has been Staffed,

(I) caused by the unsubability or defective conditions of the Container has been supplied by or on behalf of the Carrier, this Clause

3 ((II)) shall apply only if the unsubability or defective conditions of the Container has been supplied by or on behalf of the Carrier, this Clause

3 ((II)) shall apply only if the unsubability or defective conditions of the three the Carrier has greated to shall the Container was Staffed, and

the Container was Staffed, and

(II) the Merchant shall Indemnity the Carrier against any loss, damage, claim, lability, or expense whatsoever arising from one or more of the matters covered by Clause

3 (3) above, except of Clause 3 (3)(3)(4)) and (3) or container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any

**Contractive Contractive Contractive Container of the Carrier against any loss, damage, claim, lability, or expense whatsoever arising from one or more of the matters covered by Clause

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9.4 When the Cornier's instructed do provide a Container, in the absence of a written request to the contrary, the Carrier's is not under an obligation to provide a Container of any particular type or quality.

10. INSPICTION OF GOODS

11. If a say time the Carrier's contracting the Carrier, shall be entitled, but under no obligation, to open any Container or Package at any time, and to inspect the Goods.

11. If at any time the Carrier's contracting the contracting the continuous contracting the contracting the continuous contracting the continuous contracting the continuous contracting the contracting under Classes 11, 10, above, contractine that cases and be deviced by any principal contracting under Classes 11, 10, above, contractine Carrier's right subsequently to abandon the Carriage under Classes 11, 10, above, contractine that carriage contracting the contracting under Classes 11, 10, above, contracting contracting the contracting the contracting under Classes 11, and a pay any additional costs resulting from the above construction.

12. The liability of the Carrier is respect of the Goods shall cases on the delivery or other disposition of the Goods in accordance with the ordering or recommendations given by any 12. METHODS AND ROUTES of TRANSPORTATIONS of TRA

METHODS AND NOUTS OF TRANSPORTATION

12. Carrier may a ray time and without notice to the Method related use any means of transport or storage whatsoever, including but not limited to, inland carriage by trust, rail and/or are, proceed at any speed and by any rouse in the Carrier's sole discretion—irrespective of whether such route is the nearest, most direct, customary, or advertised route, and the carrier of the carrier

13. DECK CARGO (AND LIVESTOCK)

13. Goods of any description, which seek the control of the cont

Larringe by sea or intain water-way whether caused by unseaworthmess or regigence or any other cause whatoever. In e Merchant shall indemnify the Carrier against all and DEBUNGHES conditionary for any account for the Carrier is entitled to call upon the Merchant to take delivery thereof. If delivery of the Goods or any part thereof is not taken by the Merchant, at he time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof. If delivery of the Goods or any part thereof is not taken by the Merchant. Such storage shall constitute due delivery hereof, affoct, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the fability of the Carrier in respect of the Goods or that part thereof shall cease.

If the Vescel carrying the Goods (the carrying Vessel) collides with any other Vessel or object, the non-carrying these does on the constitute of the Carrier in register of the Carrier in respect of the Carrier in respec

ay declare "General Average" which shall be adjustable according to the York Antwerp Rules of 1974 at any place at the option of the Carrier. The Amended Jason roved by the Baltic and International Maritime Council (BIMCO) is incorporated herein, and the Merchant shall provide such security as may be required by the The Carlier may occare venes an onemore than the failer and international Maritime Council (BIMCO) is incorporated nerven, and use
a contractive this engage the Balker and international Maritime Council (BIMCO) is incorporated nerven, and use
a contractive this engage that the Balker and international indemnity the Carlier in respect of any claim (and any expense arising therefrom) of a General Alverage nature which may
be made against the Garrier and shall provide such security as may be required by the Cere in this connection.

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16.3 The Carrier shall be under no obligation to take any steps whatsover to collect security for General Average contributions due to the Merchant.

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1. The Carrier shall have a general and continuing lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Mercha and for General Average contributions to whomsoever due and for the costs, including attorney's fees of recovering the same. The Carrier shall have the right to sell there and and documents, and without any highly towards the Merchant. For the sale of an discount of the Merchant, and the sale of the Merchant is expected, and without any highly towards the Merchant. For the sale of the Merchant is expected, and without any highly towards the Merchant. For the sale of the Merchant is expected, and without any highly towards the Merchant. For the sale of the Merchant is expected, and the sale of the Merchant is expected. The Merchant is expected and the Merchant is expected and the sale of America, Carrier shall assume all rights of a warehouseman and this Bill of Lading shall constitute a warehouseman's non-regionable reversity. Goods will be delivered to the consigner or other Personsig instituted to receipt of the Goods upon payment of the Goods upon payment of the Goods upon payment of Goods

pixed to VARY OF MODIFY THE CONTRACT grees that all agreements of reight engagement for and in connection with the Carriage of the Goods are superseded by this Bill of Lading unless otherwise ag rrier and Merchant and only by Carrier's officer, director, or agent with actual authority to waive, vary, alter, or modify any terms herein.

in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceablity shall attach only on. The validity of the remaining provisions shall not be affected thereby, and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provisions

were not contained herein. 21. JURISDICTION AND LAW CLAUSE For U.S. Carriage, any dispute or claim

AND LAW CAUSE

As my dispulse or chaim arising under this Bill of Lading shall be governed by the laws of the State of New York (without regard to its conflicts of laws principles), and the birstret Court of the Southern District of New York shall have exclusive principles) and specified principles of the Carriage evidence by this Bill of Lading shall be governed by and construed in accordance with the law and courts of length kings the exclusion of the justice of the carriage evidence by this Bill of Lading shall be governed by and construed in accordance with the law and courts of length kings the exclusion of the justice causes of the carriage evidence of the carriage countries of the carriage evidence exclusion of the justice causes. The carriage evidence exclusion of the justice causes of length the principle indirect on the lading exclusion. And therefore have any defense to such justice and foreign and principles or principles. The principle indirection of the above cause, and therefore have any defense to such justice and the carriage and defense to such justice.