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, whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or ballete. (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 ballete. (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 plus one or more inland.

Carriers.

(D) "Port to Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport.

(E) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading, e1" (Soods" mean the carge described on the face of this Bill of Lading and, if the carge is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well. (G) "Viessel" includes the vessel anmed on the face of this Bill of Lading and any ship, critt, [lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including any open top containers) flat rack, platform, ratiler, transportable tank, palled 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 Viessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. "On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railorad or other Inland Carrier. (I) "Subcontractor" includes stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation 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.

2. (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Refuting to Bills of Lading, dated at Roussés, August 25, 1924, as amended (Including, where enacted, the Protocol dated at Brussels, February 23, 1988, known as the Visby Rules), as enacted in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of destination shall apply. When no such enactment is in force in the country of destination or is otherwise compulsorily applicable, the Hague Rules as enacted by the Convention shall apply. (B) If this Bill of Lading covers Goods moving to or from ports of the United States carriage of Goods by See Act, 1936, 480 LS.C. P1300 1315 as amended (Inversinative "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of the U.S. COGSA shall (secret) as of the Provisions of the United States Carriage of Goods by See Act, 1936, 480 LS.C. P1300 1315 as amended (Nereinative "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of the U.S. COGSA shall (secret) as of the Provisions of the United States Carriage of Goods by See Act, 1936, 480 LS.C. P1300 1315 as amended (Nereinative "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of the Bill of Lading.

3. (Law and Jurisdiction) This contract is to be governed by the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America and all actions against the Carrier will be instituted in the courts of United States of America

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier cany 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 Ocean 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 Ocean Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1 (I), or Subcontractor, of Ocean Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vesel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnly the Ocean Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, every Subcontractor (and Subcontractor's Subcontractor) shall have 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 benefit. In entering into this contract the Ocean Carrier is a fis such provisions, does so not only on its own behalf of such

6. (Route to Transport) (A) The Goods may, at the Ocean Carriers absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or stay 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 so mixt calling at any port or place whether scheduled or not. (C) The Vessel shall have liberty, 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 that lirgs for setts, dry dock, go to repair yards, shift between the compasses and other navigational instruments, make trial trips or tests, dry dock, go to repair yards, shift between the compasses and the same stay of the compasses and the same stay of the same stay of the compasses and the same stay of the

of all privileges, rights, and immunities contained in this Bill of Lading.

7. (Responsibility) (A) Insofar as this Bill of Lading is used for Port to Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's permanent pipe connections. "Discharge" shall be deemed to be completed when the Goods have been unhooked from the vessel's deck or passed beyond the vessel's permanent pipe connections. (8) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier and each Inland 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 Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damage or seldey was caused. (C) if it is established by the Merchant that the Ocean Carrier is responsible from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused. (C) if it is established by the Merchant that the Ocean Carrier is responsible from Goods or damage to rim connection with the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the formation of the Carrier shallow of the applicable laque Rules as provided in Article 2. (2) Save as indicated in (C)(i) above, w

as (Liberties) (A) in any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Ocean Carrier (including for the purpose of this Article the Master and any person charged with the transport or sideleving or for the Goods has given or is likely to give rise to drager, fully, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a whiche, any person, the Goods or any property, or has needed or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Ocean Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of the Ocean Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Ocean Carrier, the Ocean Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such ways at the Ocean Carrier may deem advisable at the risk and expense of the Merchant and/or (2) if the Goods are loaded on the Vessel, a whicke, or other means of transport at the place of receipt or port of loading, shall be entitled to cannel the contract of carriage without compensation and to require the Merchant and/or (3) if the Goods are as a place awaining transsiphiems, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaining transsiphiems, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are as a place or other means of transport whether or not approaching, entering, or attempting for attempting or or conterned to the contractive of the Merchant, and (4) (4) if the Goods are loaded on the Vessel, a whetice, or other means of transport whether or not approaching, entering, or attempting of the Goo

the Merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge to the cash the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Ocean Carrier for or or carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) or (4) above shall constitute complete and final delivery and full performance of this contract, and the Ocean Carrier thereafter shall be free from any repositionslip for carriage of the Goods.

(8) If, after storage, discharge, or any actions according to subpart (A) above the Ocean Carrier makes arrangements to sere and/or forward the Goods, is it agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. The Merchant shall reimburse the Ocean Carrier (C), including delay or expense to the Vessel, and the Ocean Carrier shall have a lieu upon the Goods to that extent. (C) The situations referred to in subpart (A) above the ocean Carrier shall have a lieu upon the Goods to that extent. (C) The situations of the contract of the co

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, value, and any other particulars of the Goods, is a furnished by the Merchant. The Cecan Carrier thall 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 furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endoors it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier reles.

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

11. (Ocean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier's against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused a occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) the Ocean Carrier shall in one event be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his 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 facie evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are vulnown to the Ocean and Inland Carriers, 10. The Ocean and anticulars of the contents are vulnown to the Ocean and landar Carriers, (B) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Articel S. In the event of the Merchant's breach of any of these warrantes, the Merchant and not the Ocean Carrier shall be responsible for, and the Merchant's breach of any of these warrantes, the Merchant shall inspect the containers when it is turnished by or on behalf of the Ocean Carrier, and the container shall be deemed to have been accepted by the Merchant is dusting the Goods) (C) The Merchant shall inspect the container when it is turnished by or on behalf of the Ocean Carrier, and the container shall be deemed to have been accepted by the Merchant is being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Ocean and contract shall not be fall and contract shall not be fall and contract shall not be fall and contract shall not be liable for any loss of or damage to the contents of the container. (3) The Ocean and inland Carrier shall not be liable for any loss of or damage to the contents of the container. (4) The Ocean and inland Carrier shall not be liable for any loss of or damage to the contents of the contents of the containers of the New Carrier shall not be liable for any loss of or damage to the contents of the contents of the contents of the

inspection of its contents, the Ocean Carrier shall not be liable for any resulting loss, damage or expenses.

13. (Special Carriage or Container) (A) The Ocean Carrier does not undertake to carry the Goods in refrigerated, hasted, insulated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier will treat such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Ocean Carrier and the Merchant; (2) such special arrangements are noted on the face of this Bill of Lading; and (3) special freating sentilates to container, respectively, unless: (1) special arrangements are noted on the face of this Bill of Lading; and (3) special freating sentilates are registered. Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from later defects, facefallow, or stoppage of any loss of or damage to Goods in a special hold or container arising from later defects, facefallow, or ottoppage of provided that the Ocean Carrier shall not be liable for provided that the Ocean Carrier shall not be liable for a carrier shall before or at the beginning of the transport secretce due diligence to maintain the special hold or container in an efficient state. (c) If the Goods have been packed into a refrigerated container by the Ocean or inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Ocean Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (i) If the cargo received by the Ocean or inland Carrier is not of or resulting from the Merchants it, is the obligation of the Merchant to stow the contents properly and set the thermostatic controls seacity. The Ocean Carrier shall not be liab

14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an exploxive, inflammable, radioactive, corrowies, damagine, poisonous, or diagnerous nature only upon the Ocean Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, 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 danger 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 applicable statue or regulation or by the 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) above, or the Goods are found to be contraband 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 against any loss, damage or liability, 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 exercise the right conferred upon t under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean Orarier in the other than the received and at the nisk and expense of the Merchant.

15. (Stowage Under and on Deck) (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 Coena Carrier shall not be required to specially note mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary nonwhithstanding, Such on deck carriege shall not be considered a deviation, (B) Goods stowed in poon, for exceste, deck house, better deck, 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 Ocean Carrier's of the risks inherent in or incident to subcarriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or dramage from perils inherent in or incident to the custody or carriage sould soods shall be borne by the Merchant and in all other respects the Ocean Carrier for the 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

16. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage 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.

17. (Valuable Goods) The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, levelry, currency, negotiable instruments, securities, writings, documents, works of art, curries, berdrooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

18. (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean or inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) if the Merchant falls in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be label for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier.

19. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Ocean or hisind Carrier, in letters and numbers not less than two linches high, together with the names of the port of discharge and place of delivery. (8) in no circumstances shall the Ocean Carrier be responsible for delivery in accordance with other than leading marks. (1) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnity the Ocean Carrier against all loss, damage or expenser sestuling from inaccuracy or incompleteness of the marks. (0) Goods that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

goods in to thine wise accolate to may be undicated to the graphse for Compleing delivery to the warhous week name of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

20. (Delivery) (A.) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, custombouse, warehouse, wharf, or any other place designated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this Bill of Leding (B) The Ocean Carrier's responsibility to the port of discharge or place of delivery shown of the face of this Bill of Leding (B) The Ocean Carrier's responsibility person entitled to receive the Goods on Merchant's behalf at the place designated by the Ocean Carrier Delivery of the Goods to the cutody of putsons or any other public userhorly shall constitute final discharge of the Ocean Carrier's responsibility. (C) In case the cargo received by the Ocean Carrier is containers packed by or on behalf of the Merchant'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 to unpack the containers and deliver their contents in accordance with brands, marks, numbers size, to types of items or pieces (3) At the Goean Carrier is accordance with brands, marks, unumbers sizes, to types of items or pieces (3) At the Goean Carrier shall not be Merchant's request in writing to the Ocean Carrier at least 3 days prior to the scheduled date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier is accordance with the written request. In such a case if the seal of the containers is intact at the time of unpacking all the Ocean Carrier's all unpack the container and deliver is containers and the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier shall unpack the container and deliver

21. (Transchipment and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not owned or operated by the Ocean Carrier. (B) The Ocean Carrier any under any circumstances whatsoever discharge the Goods or any part of them at any not or pace for transshipment and store them afloat or ashore and then forward them by any means of transport. (c) if the Goods cannot be found at the port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be liable il intended port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier's all not be liable in the ocean Carrier shall not be carried to a standard of the Carrier shall not be liable to the carrier shall not be liable to the ocean Carrier's expense, but the Ocean Carrier's to Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not including within the ship's timerary or the Ocean Carrier's expense, of the Merchant, and neither the Ocean Carrier from this Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Ocean Carrier's or a bill of falling, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier's

22. (Fire) The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.

23. (Lien) Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or wan previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

and Merchant shall be liable for any deficiency in the sale.

2.4. (Freight 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 Ocean 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 containing the actual particulars may at any time and at the risk and expense of the Merchant open the containing the actual particulars may at any time and at the risk and expense of the Merchant open the containing the actual particulars may at any time and at the risk and expense of the Merchant open the Cooks, the Merchant shall be labele 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 had the correct details, but 3) as liquidated and ascertained damages, an additional sum equal to the correct freight, to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Ocean Carrier, whether the freight and other charges such extended, whether actually yadd or not and to receive and retain such freight and Other Carrieges due hereunder, whether actually yadd or not and to receive and retain such freight and other charges such extended at any stage of the entire transit. All freight and other charges stated, or abundoned at any stage of the entire transit. All freight stand be paid on damaged or counter carrier, and the paid on damaged or counter carrier, and the paid on the paid on damaged or counter carrier the counter of the freight conference concerned, if any, or custom at the place of payment. (D) Goods not exceed by the Ocean Carr

25. (Notice of Claim and Time for Sult against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Ocean Carrier at the port 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 after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, foulding without limitation non-delivery, mis-delivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Sult shall not be considered to have been Prought* within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time.

26. (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 the Merchant en invoice cost, pub freight and insurance permium, if paid. The Ocean Carrier's shall not be liable for any loss of profit or any consequential loss. (B) insofar as the loss of or damage to or in connection with the Goods was caused during the part of the cutody or carriage to which the applicable version of the Hage Relies applier. (J) The Ocean Carrier's 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 Relies, which when US. COGSA is applicable vis an amount not exceeding U.S. 5500 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in which will be compared to the Cognitive Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall invertheless be decemed to be the declared value, and the Ocean Carrier's lability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value is a been willfully mistated 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 shown on the face of this Bill of Lading shall be considered as 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 such containers or writted into a similar article sof transport shown on the face of this Bill of Lading shall be considered as the number of such containers or similar articles

27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjusters appointed by the Ocean Carrier, and contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier and definition is hall be furnished by the Merchant to the Ocean Carrier and the Goods. (B) in the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which the Ocean Carrier instruction of the Carrier and the Carrie

28, Both to Blame Collision) 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 owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or illusibility which might be incurred directly or indirectly to the other or non carrying ship or her owners insofar as such loss or ilability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.

29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible ust or moisture. (2) with reference to clumber, timber, phywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, chaffed, breakage or spitting. If the Merchants or equests a substitute bill of safing will 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. (8) Description of the condition of cotton crage does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage.

30. (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery 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 custody and carriage of the Goods by the Inland Carrier as subject to the relevant laws, regulations, raffris and bill of siding are available from the Ocean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable Bill of lading

32. (Ocean Carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable tariff are obtainable from the Ocean Carrier upon request.

33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability, of any other part or term shall not be affected.

34. (Himalaya Clause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and condition granted or provided by this Bill of Lading or by applicable tarilf or by statue or for the benefit of the Carrier shall also apply to and for the benefit of the Ordicers and employees of the Carrier and the agents, officers and creyor of the Vesse and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, steedors, terminal operators and agents) and the employees of each them