1) (a) Except as otherwise provided herein, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approve provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1336, which shall not be demed a surrender by the Carrier of an y of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the Carriage and Goods by Sea Act, Ordinance States of a subtact (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the States of a subtact of a subtact (except and the subtact). If of the Unitation of Certain Rules States of a subtact of Lading is issued at the subtact of the subtact (b) The Carrier shall be entitled to the full, benefit (c), and right (c) all limitations of or a exceptions from, liability authorized by any provisions of Sections 4281 to 4281, inclusive, or the Revised Statues of the United States or of any other country whose laws shall apply. In this Bill of claim, . lusive, of

the Revised Statutes of the United States and amenaments treation and using source provisions of the leaves of the United States or of any other country whose laws shall apply. In this Bill of Lading: (a) "Carrier" means and includes Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, and any substitute Carrier whether the owner, operator, charter or Master's shall be acting as carrier or bailee. (b) "Vessel" means and includes the ocean vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel, also any feedership, ferry, barge, lighter or any other waterraft, used by the Carrier in the performance of this contrad. (c) "Metchant" means and includes the shipper, the consignee, and the receiver, the holder of this Bill of Lading, the owner of the Goods or person entitled to the possession of the Goods and the servants or agents of any of these. (d) "Charges" means and includes the cargo received from the shipper and described on the face side here of andary Container on tsuppiled by or on behalf of the Carrier. (f) "Container" means and includes any container, van, trailer, transportable tank, flat, pallet or any similar article of transport. (g) "Person" means and includes an individual, corporation, partnership or other entity as the 2)

3)

- (I) "Container" means and includes any container, van, trailer, transportable tank, flat, pallet or yars imitar article of transport. (g) "Person" means and includes an individual, corporation, partnership or other entity as the said Carrier, no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, caren operators, watchmen, carpenters, ship is cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable with respect to the goods as carrier, baile or otherwise howsoever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with restments here allowed and allow and allowed that any other than said carrier is under any responsibility with there here the liable available to such other presenses here in described. In cortra carling for the foregoing exemptions, limitations and exonerations from liability, the Carrier is acting the section be a party to this contract evidenced by this Bill of Lading, it being always understood that the said beneficianes are no entitled to any greater or further exemptions, limitations or exonerations from liability, than these that the Carrier has under this Bill of Lading in any given.
- situation. Subject to all rights, privileges ad limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by law, any liability by the respective participating carriers for loss or damage to the Goods or packages carried hereunder shall be governed by the following:

cean carrier under this Bill of Lading or by law, any liability by the respective participating carriers for loss or damage to the Goods or packages carrier her neuroder shall be servered by the following:
(a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier, only the ocean carrier is hall be responsible therefore, and any liability of the ocean carrier, only the ocean carrier is hall be responsible therefore, and any liability of the ocean computers of yapplicable.
(b) If loss damage occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier(s) shall be responsible therefore, and any liability of the participating domestic or foreign Carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the Bill shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) and the computational yapplicable in the cumstances
Intrif(s) and law computational yapplicable in the cumstances
Intrif(s) and law computational yapplicable in the cumstances
Intrif(s) and law and mich cumstances
Intrif(s) and law and and include on board the original carring vapsate by one or more of the other Carriers above defined (When used on or endorsed on this Bill of Lading the words 'on packages are being transportation board the original carrige and encourse of the other Carriers above defined from the continental United States to a foreign port or place or hose of the originant carrier and encourse or packages are being transported from the coase carrier or participating domestic or foreign Carrier's on participating domestic or foreign carrier (s) that the port of loading on board the carrier's or participating domestic or foreign carrier (s) that be conclusively presumed that the less or damage occurs free to a storder of the coase of carrier's anot during beand hold the origin carrier's and w

and any other laws applicable or relating thereto, provided however, that nothing contained in this Bill of Lading shall be deemed a surrender by these domestic or foreigin Carriers of any of their rights and immunities or an increase of any their initiations of and exonerations from iability under threis and Bill(s) of Lading, tariffs or laws applicable coans carriage, at the Goods or packages carried hereunder, either before or after ocean carriage, at is of the Goods or packages carried hereunder, either before or after ocean carriage, at is of the Goods or packages carried hereunder, either before or after ocean carriage, this of the Goods or care carriage. It is of the coods or carriage that care and the source of the source of the coods or an early of the coods or an early of the coods or carried the coods or an early of the coods or carrier of the coods or an early of the coods or carrier of the coods or the source of the coods or the top of the coods or the 5) 6)

(a) The Carriershall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any all duties whatsoev 7)

(a) The Carriershall be entitled to sub-contract on any terms the whole or any part of the carriage. Isadim, unloading, storing, warehousing, handling and any all duites whatoever undertaken by the Carrier in relation to the Goods (b) As to through transportation, hinkCarrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of and, see or air transport place of facely transportation, with carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of and, see or air transport place of facely to place of facely with y Witherver any stigge of the combined transport is accomplished by any land or air Carrier or any other water Carrier, each such stage shall be contracts, rules and tariffs vere full sol torth transportation, therein. The Carrier shall be entitled but under lene.
The Carrier shall be entitled but under the contracts, rules and tariffs were full sol torth therein.
The Carrier shall be entitled but under the contracts and the super shall be contracts or any part therein.
The Carrier shall be entitled but under the contract any time and to inspect the contents unless applicable is any chains and the super shall be any additional expense or taking any measures in relation to the Container to ris contents or any part therein. the Carrier any abandon the transportation therein and rule carriag or to store the same assharce or alfold there cover ni the loopent and visce, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnith the Carrier any containers any costages. Containers may be stored on dest or cluduring or tor containers any case sole and and the carrier any containers any Code or packages. Containers may be stored on dest or cluduring of moleral Average and U.S. Carrieg of Goods by Sea Act, 1938 and similar legiblation.

- legislation. Deck cargo (except goods carried in containers on deck) and live animals are received and carried solely at Merchan's risk (including accident or mortality of animals), and the Carrier shall not in any event be liable for any loss or dramage thereto arising or resulting from any mentioned in Section 4, Sub-Section 2 (a) to (p). Inclusive, of the United States Carriage of Goods by Sea Act, or from any other cause makasover not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Merchant. Expect as provided above, such shipments shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relations to force. 10) 11)

Itability being in all respects upon the Metrcant. Expeuses provisions of this Bill of Lading relating de Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods. Special constants with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail an increases freight rate or charge. Shipper shall advectes due diligence to maintain the temperature within a Goods to Carrier, and Carrier shall exercise due diligence to maintain the temperature within a however, accept any responsibility of the functioning of heated or refrigerated containers not owned or leased by Carrier. This contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical or usual route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge named herein or in a direction contrary thereto, or return to the other depart from the during route and includes usual or customary or advertised ports of discharge named herein or an direction contrary thereto, or return to the subsequent voyage. The vessel may call at any port for the purpose of the current, prior or subsequent voyage. The vessel may call at any port whether scheduled or not, and may call at the page of the order langer anger than the goods during being to all the terr subsequent voyage. The vessel may call at any port whether scheduled or not, and may call at the page of the order, may though any port whether scheduled or not, and may call at the page of the order langer may the values voccuring being or all the page of discharge adjust compasses, dydock with or without cargo on board, stop for repairs, shift berths, make trial or tests, take fuel or stores, remain in port, licen bottom, aground or at the subsequent voccuring and the page of the stores. 12)

CONDITIONS OF CARRIAGE

anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the forgoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warliks stores, hazardous cargo, and sail armed or unarmed, and with or without convoy. The Carrier's sailing schedules are subject to change without notice, both as to the sail date and date of arrival. If this is a Through Bill of Lading. Carrier is bound to transport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular train, truck, aircraft, vessel to carrier is bound to ransport the shipment by any particular train, truck, aircraft, vessel or be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier. . shall

- Carrier is bound to transport the shipment by any particular train, truck, alroraft, vessel of not other means of conveyance, or in time for any particular train, truck, alroraft, vessel of not carrier shall be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier. 13) If at any time the 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 whatsever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commenced may without notice to the Merchant treat the performance of this at any place or port which the Carrier may deem safe and convenient, whereupon the at any place or port which the Carrier may deem safe and convenient, whereupon the at any place or port which the Carrier may deem safe and convenient, whereupon the at any place or port which the Carrier may deem safe and convenient, whereupon the at any place or port. The contract the second safe carries the safe and the Werchant shall pay any additional costs of carriage to and delivery and storage at such place or port. (If the Carrier the discharged as otherwise the Goods and the asses said dook or place, always safely afloat, and only if such dook or place is avapilable for immediate receipt of the Goods and that otherwise the Goods and the discharged as otherwise provided in this Bill of Lading , whereupon all responsibility of Carrier shall cases. (Since and the safe) and the safe and the discharge das the vessal at the Goods and the or or discharging manediately upon arrival of the vessal at the Goods and the or or discharging manediately upon arrival of the vessal at the designated design
- fulfillment of the contract. Any extre expense incurred in connection with the exercise of the Carrier's libery under this clause shall be paid by the Merchani radidion to freight and charges. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carriers will not call, the Carrier may whold notice, forward the whole or any part of the shipment, before or date and the voyage or the route to or beyond the port of discharge or the destination of the Goods. By water, by land or by air or by any combination thereof, whether operated by the Carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the shipment. The Carrier any delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. In all cases where the shipment is delivered to another Carrier or and all asses under the shipment is delivered to another Carrier or anall associutely cases when the Goods arecuel or the sculusive possission and shall not of this Carrier during any such period shall be that of an agent of the Marchant and this Carrier shall be without any ober responsibility whatsoever. The carriege by any transshipping or On-Carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular from 61 lioi 1 Lading, consignment note, contract or other existipping document used at the time by the Carrier performing such transshipment for forwarding. In any situation any resons to reavier, keep, Jado, carrier does are contrad or dure existipping document used at the time by the Carrier performing such transshipment or forwarding. In any situation any resons to reavier, keep, Jado, carrier go and commence or the Carrier or the Mater's likely low rise to risk or contract or other problem document used at the time by the Carrier or any part of the Goods, to make it unsafe 18) 19)
- Carrier or the Master is likely to give rise to risk of capture seizure, detention, damage, delay or disadvantage or loss to the Carrier or any part of the Gods, to make it unsale, imprudent or unlawful for any reason to receive, keep, load, or carry the gods or commence or proceed on or continue the transport or to enter or discharge the gods of disembark passengers at the port of discharge, or the usual or and regime the gods of disembark passengers at the port of discharge, or the usual or and rot usual or intend route, the Carrier or the Master may decline to receive keep, load or carry the Goods or may devan containe(s) the disc of receive load or carry the Goods or may devan containe(s) the disc of receive load or carry the Goods or may devan containe(s) place of receive (of anyother point in the combined transport and upon failure to do so, may warehouse the Goods at the risk and expense of the Goods, or the vessel, whether o not proceeding towards or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment, may discharge the Goods and/or dwart the contents of any container(s) at another port. deport, lighter, craft, or other place, or may forward or transship them as provided in this Bill of Lading, the Goods or the Master may tare tain the Goods and closcharge to run util the return of the vessel to the port of loading or to the port of discharge or unit such time as the Goods are discharge there as herein provided. When the Goods and discharge form the Goods or of the forwarding the colles at any place wharmed, no board until the Carrier shall be free any turber responsibility, unless it be shown that any loss or damage to the Goods are too. Carrier stepsing or the large discharge and the Goods and construct comprised explores on the discharge and the Carrier shall be free any turber responsibility, unless it be shown that any loss or damage to the Goods are too. Carrier step 20)

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the submit power of the sense of the sense. Sense of the sense of t

- 22) The Marchant and the Goods themselves shall be liable for and shall indemnily the Carrier, and the Carrier shall have a lien on the Goods for all expense of mending, repairing, furnigating, reparking, coopering, balling, reconditioning of the Goods and gathering of loose contents of package, also for expenses for repairing containers a damaged while in the possession of the Marchant for domurage on containers and any apyment, expenses, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, vessel or conveyance in connection with the Goods, hower caused, including any action or requirement of any governmentor governmental authority or person purporting to act under the authority thereofs, solizure under legal process of attempted seizure, increate or insufficient marking, numbering or addressing of containers, packages or description of the contents, failure of the Marchant to procur consultar. Band of Health or other certificates to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Marchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without note.
- accompany the sobas or to comply win laws of regulations of any kind imposed with respect The Carrier's line shall be any port of pice values of any point or pice sail and without notice. Pregist hall be payable, at Carrier's option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on a basis of the particulars of the Goods furnished by the shipper herein, but the Carrier may, as previously stated herein, at any time open the package or containers and swamie, weight, measurement value the Goods (unless applicable law prohibits sais. Freight may be calculated on a basis of the particulars of the Goods furnished by the shipper herein, but the Carrier may, as previously stated herein, at any time open the package or containers and swamie, weight, measurement value the Goods (unless applicable law prohibits same). In case shipper's particulars are found to be erroreous and additional freight payable, the measuring and valuing the Goods Full freight hall be paid on damaged or unsound goods. Full freight hereunder to place of delivery named herein and advance charges (including on-Carrier's) shall be considered completely earned on receipt of the Goods by the Carrier, whether the freight to stated or intended to be prepaid or to be collected at destination: and the Carrier and hall be entitled to all treight and charges, extra compensation, demurrage, detention, General Average, claims and any other payments made and liabilly incurred with posts or any part thereof shall be at the risk and expense of the Goods. Jth demand rate of the goods or any part thereof shall be at the trisk and expense of the Goods. Jth unpaid charges and freight of laurier's option, in the currency of the place of delivery. The Merchant shall be jointly and severally liabile to the Goods at their or toth to perform has charges and the carrier shall be a state or constrained be eorothed therey conter for all purpose and any payment of frei 23)
- obligation of each of them hereunder. 24) Carrier shall no be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods. 25) The weight or quanity of any bulk cargoinsertient in this Bill of Lading is the weight or quanity as ascertained by a third party other than the Carrier, and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carrier of receipt of goods of the weight of quantity so inserted in the Bill of Lading. 26) Neither the Carrier on any corporation owned by, subsidiarly to associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the Goods occurring at any time and even though before loading on or after dicharge from the ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect, or by its actual fault or privily. In any case where this exemption is not permitted by law, Carriers shall no the liable for loss or damage by fire unless shown to have been caused by Carrier's neoligence.
- neglect, or by its actual fault or privily. In any case where this exemption is not permitted by law. Carriers shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence. The other wessel and any act, neglect or default of the Carrier, Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnity the carrier against all loss or liability to the other or mos-carrying vessel or her owners insofar as such loss or liability to presents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners insofar as such loss or liability to presents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim agains the carrying vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or her owners as part of their claim agains the Carrier and sets or objects are at fault in the other discolutions end in a station cong or nine Carrier of the state of Amenia. General average shall be adjusted, stated and as teled according to York-Antwerg Meiss 1974, except Rule XLL thereod, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States morey at the rate prevailing on the date such damaged cargo from the ship. 27)
- 28) States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreing currency shall be converted at the rate prevailing on the last dy of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement to root and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier on his agents may deem sufficient as additional security for the contribution of the Cardier before delivery or the Goods. Notwines of the goods to the Carrier before delivery of the Goods and for any salvage and special charges thereon shall. If required be made by the Goods, shippers, or discover and the goods and the Carrier before delivery of the Goods. Notwines the sale shall be addition to the carrier before delivery of the Goods. Notwines the goods do to the Carrier before delivery of the Goods. Notwines that and any shing hereinbefore contained, such shall at the option of the carriers and preventions of the good and of carriers that the portion of the sale species that if the Carrier has used due of earth shalls be tavega of cargo and if the sale species that if the Carrier has used due digence in the sale systall broad in United States currency. In addition to the circumstances deal with in the 1374 York Antwerg defecting repairs to the vessel. In the event of accident, danger or disster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to hading, where to the Scots and Average answer carrier is not responsible by status, contract or otherwise, the Goods, the shipper, consignee, receiver, holder of the Bill due solvage the poper on the Goods and Average and ear of the posters on the dosts philos to salvage to the Goods and Average nature of the posters on the dost shipps is able to the Goods and Average and the the posters on the dost shipps is able to the Goods and Average nature of the posters of the Goods and 29)

- Lading, owner of the Goods and person entitled to the possession of the Goods, jointly and severally, shall contribute with the carrier in General Average to the payment of anysanchices, losses or expenses of a General Average to the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships were owned or operated by the Carrier, salvage shall be paid to the shippwine rown when such average is the result of faut, neglect odds, statuses and solve the carrier is alwayed and special charges in to mean of operated by the Carrier, salvage shall be paid to the shippwine rown when such average is the result of faut, neglect odds, statuses, laws or regulations which might to therwise apply.
 I) In case of any lose of damage to all in connection with Goods exceeding in actual value the equivalent of \$500.00 lear who money of the United States, per ackage, or in case of Goods not shipped in packages, per shipping unit op ravia in case of partial loss or damage, unless the nature of the Goods and a valuation higher than \$500.00 per package, or per shipping unit and average is an singhip shipper bloor salvage.
 All have bane dicariad V bit happer bloor salvage, have shall nevertheless be deemed to be declared value and the Carrier's liability. If any shall not exceed the declared value. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever except goods shipped in a package, including articles or things of any description whatsoever except goods shipped in a package, including articles or things of any description whatsoever except goods shipped in buik and irrespective of the verded or caread as any description whatsoever except goods shipped in a package, including articles or things of any description whatsoever accept goods shipped in a backage including same acare hysical unit or pieces of accing on 31) 32) 33)
- 34)