A Joint Service Agreement

# BILL OF LADING NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

|  |   |  | ORIGI  | NAL  |   |  |  |  |   |  |
|--|---|--|--|--|---|--|--|--|---|--|
| (2) Shipper / Exporter PRIMEX INTERNATIONAL TRADING CORP. 5777 W. CENTURY BLVD STE 1485 LOS ANGELES, CA 90045  (3) Consignee (complete name and address) (unless provided otherwise, a consignment to Order module to Order of Shipper.) TO THE ORDER OF SHIPPER |   |  | (5) Document No.<br>310034981  |  |   |  |  |  |   |  |
|  |   |  | (6) Export References NO BILLING 100198342 S0049788 P.O. P0048253 (7) Forwarding Agent-References (Name/Address/FMC#) FMC 022690 N TTS WORLDWIDE LLC 265 POST AVENUE - SUITE 333 WESTBURY, NY 11590 TEL: 1-516-6547200   |  |   |  |  |  |   |  |
|  |   |  |  |  | (4) Notify Party (complete name and address) SINO-AGRI FENGMAO PLANT PROTECTION MACHINERY CO. LTD. NO.202 HUASHAN ROAD MODERN INDUSTRIAL PARK ECONOMIC AND TECHNOLOGICAL DEVELOPMENT ZONE, TIANJIN.CHINA USCI NO:91120116MA07A3567E CONTACT:* |  |  |  | (8) Point and Country of Origin (for the Merchant's reference only) |  |
|  |   |  |  |  |   |  |  | UNITED STATES  (9) Also Notify Party (complete name and address) GAINFUL UNIVERSAL FOODS LIMITED 1101/F, BUPA CENTRE 141 CONNAUGHT ROAD WEST HONG KONG, HK |   |  |
| (12) Pre-carriage by   |   | 13) Place of Receipt/Date  | In Witness Whereof, the undersign  | In Witness Whereof, the undersigned, on behalf of the Carrier and Vessel Provider, Evergreen Marine (Rais) Pto. Ltd., has signed the             |   |  |  |  |   |  |
|  |   | DAKLAND  | number of Bill(s) of Lading states one of which being accomplished.  | number of Bill(s) of Lading stated below, all of this tener and date, one of which being accomplished, the others to stand void.                 |   |  |  |  |   |  |
| (14) Ocean Vessel/Voy. No. EVER LINKING 1284-054W  |   | 15) Port of Loading  OAKLAND   | (10) Onward Inland Routing/Export Instructions (which are contracted separately by Merchants entirely for their own account and risk)  |  |   |  |  |  |   |  |
| (16) Port of Discharge NANSHA CHINA  |   | (7) Place of Delivery IANSHA CHINA   |  |  |   |  |  |  |   |  |
|  |   | Particulars furnishe   | ed by the Merchant   |  |   |  |  |  |   |  |
| (18) Container No. And Seal No. Marks & Nos.  CONTAINER NO./SEAL NO.   | (19) Quantity An<br>Kind of Packag                                  |  | Description of Goods   | (21) Measurement (M°) Gross Weight (KGS) 45,270.000 LBS  |   |  |  |  |   |  |
|  |   | WEIGHT: 45,270 I<br>PO048253<br>*MR.CHAN TEL:133<br>EMAIL:CORN_HAPPY   | and the control of th | "OCEAN FREIGHT PREPAID" SHIPPER'S LOAD & COUNT 900 BAGS  |   |  |  |  |   |  |
| 22) TOTAL NUMBER OF CONTAINERS OR PACKAGES SAY (IN WORDS)  | TOTAL:  | 1 X 40H ONLY   |  | M Morchant onters actual value of Goods<br>and bays the applicable ad valorem<br>lariff rate. Carrier's มหลายคลักษณ์ผู้เรียก<br>aball not apply. |   |  |  |  |   |  |
| 24) FREIGHT & CHARGES<br>THE MERCHANT ACKNOWLEDGES AND AGREES THAT   | Revenue Tons<br>THE CLAUSE 1(2) OF                                  | THIS BILL OF LADING TO BE AMENDED AS T   | Per Prepaid<br>THE CLAUSES PUBLISHED AND REVISED IN JUNE 2021 ON HT  | Collect<br>P://www.evergreen-line.com  |   |  |  |  |   |  |
| >THE MERCHANT AGREES THAT THE CLAUSE 29 OF<br>29. LAW AND JURISDICTION<br>(1)NON-U.S. TRADES: ALL CLAIMS ARISING HERE<br>EXCEPT AS PROVIDED ELSEWHERE IN THIS BIL  | THIS BILL OF LADING<br>CONDER SHALL BE BROU<br>L, ENGLISH LAW SHAL  | F TO BE AMENDED AS BELOW, ALL OTHER CLA<br>JIGHT AND HEARD SOLELY IN THE HIGH COURT<br>LL APPLY TO SUCH CLAIMS.                | AUSES OF THIS BILL OF LADING REMAIN UNCHANGED.  TO PLONDON, ENGLISH TO THE EXCLUSION OF ANY OTHER FY TO SHILL SE TO OR FROM YER U.S.A. (INCLUDING ITS DISTI<br>DIBERN DISTRICT OF NEW YORK, OR IF THAT COURT IS NOT<br>KEEPT AS OTHERNISE SET OUT HEREIN, UNITED STATES LAW<br>MAY COMMENCE PROCEEDINGS AGAINST THE MERCHANT BEFORE  | RUM.   |   |  |  |  |   |  |
| (2) U.S. TRADES: NOTWITESTANDING ANYTHING IN<br>ALL CLAIMS ARISING HEREUNDER SHALL BE BR<br>COMPETENT STATE OR CITY COURT LOCATED IN<br>(3) NOTWITHSTANDING ANYTHING IN SUBBREAGERS  | N SUBPARAGRAPH (1) AS<br>ROUGHT AND HEARD SOI<br>NEW YORK COUNTY, T | ROVE, WHERE THE SHIPMENT COVERED BY THI<br>LELY IN THE U.S. DISTRICT COURT FOR SOU<br>TO THE EXCLUSION OF ANY OTHER FORUM. EX- | IS BILL IS TO OR FROM THE U.S.A. (INCUDING ITS DIST<br>UNHERN DISTRICT OF NEW YORK, OR IF THAT COURT IS NO<br>XCEPT AS OTHERWISE SET OUT HEREIN, UNITED STATES LAW   | COMPLETENT TO HEAR THE MATTER, IN ANY SHALL APPLY TO SUCH CLAIMS. THE COURTS OF THE MEDIANNIS PLACE OF   |   |  |  |  |   |  |
| BUSINESS, THE FORT OF LOADING, THE PORT  | of DISCHARGING, OR  | ANY OTHER COMPETENT JUNISDICTION.  | MAI COMMENCE PROCESSINGS ABAINS 1 102 MEMORAL SERVE  | IBL COURS OF THE BEALDANT S FINED OF   |   |  |  |  |   |  |
| 25) B/L NO.<br>E <b>GLV</b>  | (27) Number of Original B(s)/L<br>THREE (3)                         |  | (29) Prepaid at LOS ANGELES, CA  | (30) Collect at  |   |  |  |  |   |  |
| 446310034986   | (28) Place of B(s)/L Issue/Date                                     |  | (31) Exchange Rate   | (32) Exchange Rate   |   |  |  |  |   |  |
| (26) Service Type/Mode   | LOS ANGELES, CA MAR. 06, 2023 (33) Laden on Board EVERGRE           |  | EVERGREEN SHIPPING AGENCY  | AMERICA) CORPORATION   |   |  |  |  |   |  |
| FCL/FCL 0/0  | MAR. 06,20  | 023  | As agent for the Carrier and the Vessel Pr<br>doing business as "Evergreen Une"  | ovider Evergreen Marino (Asia) Pen. Ltd.   |   |  |  |  |   |  |

RECEIVED by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the Goods, or the Container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein mentioned, to be earnied subject to all the terms and conditions contained or incorporated in this Bill (defined herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered unto order or assigns.

If issued in paper form and if required by the Carrier, this Bill duly endorsed must be surrendered in exchange for the Goods or Delivery Order.

In accepting this Bill, whether in paper or electronic form, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions contained or incorporated in this Bill whether written, typed, stamped, printed or otherwise, and as well, to be bound by the Carrier's Tariff rules and regulations which are deemed incorporated herein, all of which supersede all previous agreements, including booking notes, dock and mate's receipts and like, any local customs or privileges to the contrary notwithstanding The terms of this Bill shall be separable and it any part or term hereof is invalid or unenforceable, the validity and enforceability of any other part or term shall not be affected. Agents signing this Bill on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a Bill.

An endorsement on this Bill that the Goods are "On Board" shall mean that the Goods are loaded on board the ocean vessel named in this Bill, or loaded on board rail cars, trucks, lorries, feeder ships, barges, or other means of transportation and are in the custody of an Inland or ocean Carrier for Through Transportation in accordance with the terms of this Bill.

Deficitions.
 (1) "Bill" means to Bill of Laing if this document is issued as a Bill of Laing, or (b) Sea Way bill if this document is issued as a Sea Way bill, it will not be a document of index of the Goods.

- anything she contained in or incorporated into the Bill, if it is revoid as a Sea Wey hill, it will not be a document of title to the Goods.

  "Carrier"
  (a) In the Non-US trude means: the Party on whose behalf this Bill of Lading is issued.
  (b) In the US made means: the Evergeen Line Joint Service Agreement, F.M.C. No. 011982, as may be amended.

  "COGSA" means the United State. Carriage of Goods by Sea, Lee, approved April 16, 1936.
  "COGSA" means the United State. Carriage of Goods by Sea, Lee, approved April 16, 1936.
  "COGSA" means the United State. Carriage of Line Sea, the Evergeen Line Joint Sea, approved April 16, 1936.
  "COGSA" means the United State. Carriage of Line Sea, approved April 16, 1936.
  "COGSA" means the United State. Carriage of Line Sea, approved April 16, 1936.
- Container' includes any ISO standard container, trailer transportable tank, flar rack and/or other item of transportation equipment in conformance with ISO standards.
   Force Majoure shall include by the tothe brained to, work stoppages, civil communition, strikes, acculaents, cassalities, lockouts, first, transportation disasters, action of God, governmental restraints, war or forced for the commencial restraints, war or horsalities, enhances or other smilar conditions.
   Foots in means the cargo accepted from the Merchant and includes any Container whether supplied by or on behalf of the Currier or by the Merchant.
   Triague Kulet' as used herein refers to the provisions of the International Convention for the Unification of Certain Rules Relating to Bibly of Lading squord.
   Triague Kulet' as used herein refers to the provisions of the International Convention for the Voly Amendment, 1995.
   Triague Kulet' as used herein refers to the provisions of this Bill of found as a Bill of Lading squord to the convention of the time being in procession of this Bill of found as a Bill of Lading to whom the provision of this Bill and anyone acting on behalf of any such persons.
   The Contract of the convention of the Condo and the Condo any person of the Goods as passed on on by reason of the convention of the Condo and the

- Carrier's Tariff. The terms of the Carrier's applicable Tariff are incorporated herein. If this Bill is issued as a Sea Waybill, the CMI Roles for Sea Waybill.
   CMI Roles for Sea Waybill's can be obtained from the CMI website at <a href="https://www.comitrepristing.org/">www.comitrepristing.org/</a>. In the case of inconsistency between this Bill- and the applical Tariff or CMI Roles, this Bill shall precail.

Sub-Contracting.

11 The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all distinct wholeoseer undertaken by the Carrier in relation to the Goods.

(2) In contracting for the following exemptions and finitiation of and exoneration from liability, the Carrier is acting as accent and trustee for all other persons amend in this clause. It is undertood and agreed that, other than the Carrier, no person, firm or corporation or other legal endstood-end and greet suit and all Sub-Contractors is, or shall be deemed to be liable with respect to the Goods and washesover (including the adverse of the howsever. If, however, it all he adjudged that any one other than the Carrier is currier or balled or the Goods or under personability with respect thereto, all exemptions and limitations of and exoneration from liability provided by law or by terms hereof shall be available to such other. It is also agreed that cache of these persons and companies referred to allow a new to the such as the contraction from liability to the Carrier for acts arising or resulting from their fault or neglect.

- that each of these persons and companies referred to above are intended beneficiaries, but nothing herein contained shall be constructed to limit or to relieve them from lability to the Carrier for each survay or resulting from their fault or neglects.

  (A) Clause Paramount a saft as Responsibility of Carrier.

  (A) Clause Paramount a saft as this Bill covers the carriage of Goods by sea either by the Carrier or its Sub-contractor, the contract evidenced in this Bill have effect subject to the Hague Rules. If and as enacted in the country of shipment, and any Legislation including COGSA which make those rules computery, applicately or effective. The Hagues Rules. If and as enacted in the country application ship the ferror contained shall be decended as a mental made a part of the Country of whicher is or they would otherwise be computered, application and the deemed contractually incorporated and made a part of the Country of the carrier of the country of the carrier of the Carrier

- which shall be incorporated berein as if set forth at length and copies of said contractists shall be available to the Merchant at any orize or the Causar upon copies.

  (3) With respect to road carriage between consumes in Europe according to the Convention on the Contract for the International Agreement, and CNRIS, dated May 19, 1989, and during rail carriage between construction in Europe according to the International Agreement Markoy Transports (CNRI dated February 25, 1981.

  (4) With respect to rail or road carriage within a European country then according to the mental law of such state analter any International Convention which is computationly applicable by the laws of such state in the advence of such laws or conventions then according to the Sub-contractive contracts of carriage and Associational Limited.

  (5) With respect to carriage by road in Japan, according to the Contraction Convention Clauses (SIRTC). With respect to carriage by not in Japan, according to the Contraction Polishon Limited.

  (6) With respect to carriage hy road in Japan, according to the Contraction Polishon Limited (Contraction Contraction) and Ministerial Contraction Contraction of Carriage Ton One of Contraction Contraction Contractions of Carriage Ton Contraction Contraction Contraction Contraction Contraction Contraction Contraction Contractions of Carriage Poly of Contractions of Carriage Poly of Contractions of Carriage Poly of Contractions Contractions of Carriage Poly of Contractions of Carriage Poly of Contractions Contractions of Carriage Poly of Contractions Contractions of Carriage Poly of of Car

- Extent of Liability for Through (transportation, in any even, our nature) one care whall be entitled to all the rights, defenses, limitations and exemptions tron landing contained therein.

  Subsequention When any claims are poid to the Merchant by the Carrier, the Carrier shall be unitoratically subrogated to all rights of the Merchant against all others, including Underlying Carrier, on account of such loss or damage.

  In the event an action is brought in a principation in which the relevant provisions of clause 5 (A) + (E) of this Bill) which are applicable to such claim are held to be unenforceable pursuant to local law then hability for such claim shall be determined according to the internal Law of the jurisduction in which the action

- General Limitations,

  (1) The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in Clause 5 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay,

  (2) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arrang from any other increases.
- The Carrier shall be entitled to the full benefit of all rights and immunities, and all limitations of, or exemptions from, liability provided in the Lendon Convention of 1976, Norsotheanding the foregoing, if local law makes the Browde Convention of 1975 mandatority applicable, then said Latter Act will be applicable, under this Bill. The Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from fiability contained in any national law of any nation whose laws shall be applicable.

  Without waiver or ilimitation of any exemption from on fination of liability allorded by law or by this Bill. and praymant on the limitation of liability of the state of the state of the law of the liability allorded by law or by this Bill. and praymant on the limited States Fix Statute, 46 U.S.C., See, 182, neither Carrier on any exemption from one lay, substating to or associated or affiliated with Carrier due lay the label for any low or during the state of the state of the label for any such lows or damage by fire unless caused by negligence, including that currently by law reither Carrier or such corporation skall by Label for any such lows or damage by fire unless caused by negligence, including that currently by law reither Carrier or such corporation skall by Label for any such lows or damage by fire unless caused by negligence, including that unique by law reither Carrier or such corporation skall by Label for any such lows or damage by fire unless caused by negligence, including that imputed by law, for which Carrier or such corporation is labele.

- 7. Amount of Compensation and Limitation of Liability.

  (1) All Caturns for which the Carrier may be failed: shall be adjusted and settled on the basis of the net invoice value of the Goods plus freight and insurance. Norsidistanding the foregoing it is agreed that in no event shall this clause operate to increase the extent of the Carrier's liability beyond the applicable market value at the port of discharge or place of failed-way, if that he less than the net invoice value puts retigit and insurance, the content of the Carrier's limitation of liability in respect to the Goods and the port of discharge or place of failed-way, if that he less than the net invoice value puts retigit and insurance, to even shall fixed market by liability in respect to the Goods. Shall in no event receed USS 800 per peachage or, which the Goods are one-shiped in packages, USS500 per cause problems in the Conductor on which legal proceedings are brought and if the Goods covered by this Bill are subject to the Hague Rules or any amendments thereto, including the Hague Visby, Amendments, then Carrier's liability is expected to the Salors Rules or any amendments thereto, including the Hague Visby, Amendments, then Carrier's lability is expected by the Conductor of the Conductor of the Hague Rules or any amendments thereto, including the Hague Visby, Amendments, then Carrier's lability and the conductor of the Conduct
- Notice of Claim and Time for Suit. Unless notice of loss or damage and a general nature of such loss or damage be given in writing to the Carner at the port of harge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage he may apparent, within three consecutive days after delivery, the shall be decembed to have been delivered as described in this Bill. In an eyectic, accept a provided in the next sentence, the Cornective days after delivery in the shall be decembed in the Bill. In any eyent, accept a provided in the next sentence, the Cornective days after delivery for the foods or the date when the Goods are the state of the date when the Goods have been delivered. Where the damage occurs in the castedy of a Sub-Corntacted former Through Timesportation, the Carrier as Sub-Corntacted when the harder of the sub-Corntacted when the Goods or the date when the Goods have been delivered. Where the damage occurs in the castedy of a Sub-Corntacted value of Through Timesportation, the Carrier does Sub-Corntacted value is been delivered by the bead haves ten of the Carrier of Sub-Corntacted value is the contract of the sub-Corntacted value in the sub-Corntacted value is the contract of the sub-Corntacted value in the sub-Corntacted value is been delivered by the bead haves of contract of Carrier of C
- Defence and Limits for the Carrier. The defence and limits of liability provided for in this Bill—shall apply in any action against the Carrier for loss he Goods whether the action be founded in contract or in tort.
- In S. Mipper-Perfect Containers. If a Container has not been filled, packed, staffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to it centure, and the Merchant shall melaminy the Carrier; are shall not be liable for loss or damage to it centure, and the Merchant shall melaminy the Carrier; are shall not hange, labelity or expense assured by the Carrier, if which loss, damage, labelity or expense has been cause by loss of the manner in which the Container has been filled, packed, staffed or loads for it but the unstability or describer to carrier for expense or the unstability or describer to which it is required or did the unstability or describer condition of the Container was filled, packed, staffed or loads for it but the additionable or the three which it is required or did the unstability or describer condition of the Container which would have been appropriate or the Merchant at or prior to the time when the Container was filled, packed, staffed or loads or tell the discovery of any drugs, nazorics or other likesyl substance within Containers packed by the Merchant or inside Goods, supplied by the Merchant, and shall indoming the Carrier in respect before it legal substance within Containers packed by the Merchant or inside Goods, supplied by the Merchant, and shall mediumly the Carrier in respect before it legal substance within Containers and or Clean on Bond relates solely to the Containers and not to the contents thereof. This Bill—shall be subject to Section 80113 of the U.S. Feder Bills of Lading Act, 24 U.S.C. (The Poncerce Act and it is agreed that the Carrier is emitted to that section's full protection for the entire period the Goods are in a custody of the Carrier including pre-loading and post-discharge periods.
- 11. Inspection of Goods. The Currier-shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupen appears that the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measures androus the Container or in a contents or any part thereof, the Currier may advantor the transportation thereof andro take any measures androus intent any reasonable additional expense in our ever to enument the curriage or to does the way address or allow the contents of any other expenses of the currier and the additional expense or measures.

12. Bescription of Courts, The Corrier does not have facilities to eight scaled Containers at the leading port and has related inspected the contents of the Containers. Also selectioners on this fill relating to marke and insurables, manner and folial of postagos, descriptions, quantity, quality, insecurity, tankle, value or other particulars of the contents of such Containers are softenic particulars of the contents of such Containers are softenic particular of the contents of such Containers are softenic particular of the contents of such Containers and such containers and are softenic particular of the Containers are softenic particular of the Containers and such containers are softening to the containers and appeared under and condition of the Containers, and the Containers are softening to the containers and appeared under and condition of the Containers are softening to the containers and appeared under and condition of the Containers are softening to the containers and the Containers are softening to the containers are softening to

- (3). Merchant S. Responsibility.

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

  (2) The Merchant shall indemnify the Carrier against all loss, damage and express- arising or resulting from inaccurages in, or madequacy of, such particulars. The right of the Carrier to such indemnys shall in no way limb in the responsibility and liability under the Bill to any person other than the Merchant (3). Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier is the sime order and condition as handed over the the Merchant, normal sever and bear excepted, with interiors clear and within the time prescribed in the Carrier's fariff or deswhere. The Merchant of the Goods shall be jointly and severally liable for any loss of, damage to, or delay incurred during the person between handing over to the consequence.

- and return to the Currier.

  14. Prelight and Charges.

  16. Prelight and Charges.

  17. Prelight and Charges.

  18. Prelight and the plant show of the description of the Conduction of the Charges.

  18. Prelight and Charges are continued to the Charges.

  18. Prelight and Charges are continued to the Charges.

  18. Prelight and the Prelight and Charges.

  18. Prelight and Char

13. Lien. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill or any other contract the Merchant and expenses incurred by the Carrier for the account of the Merchant and for General Mercipe and Salvage contributions to shorm-over due and for cost of accovering the same and shall be for the account of the Goods and the Merchant pointly and severally and the Carrier shall have the right in its absolute discipled of the Goods and/or to either the Coods and/or to will be Goods by public auction or private recay without notice to the Merchant.

Optional Stowage.
 The Goods may be stowed by the Carmer in Containers or similar articles of transport used to consolidate Goods.
 Goods stowed in Containers whether by the Carmer or the Merchant, may be carmed on or under deet, without notice to the Merchant, Goods (other than author) or make the may executed the people of held of the Guidaners, same rentine current collects build be deemed to be stowed under deet for all purposed in the control Average and the COGSA, the Higgs Bules or other compulsorily applicable legicalized.

17. Deck Cargo, Goods which are stated therein to be carried on deck, 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.

- Special Container.

  (1) The Carrier shall not undertake to carry the Groods in telrogented, headed, involuted, ventilated or any other special Container(s) nor to carry special Container(s) part to carry the Groods in telrogented, headed, involuted, ventilated or any other special Container(s) nor to carry special Container(s) part special container(s) are special container(s) special container(s) special arrangements, for the carriage of such Groods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements, are not on the face of this. Bill just a dispared, have been agreed to in writing between the Carrier and the Merchant (2). As repards the Groods with this have been agreed to the carried in preparation (s) and all special registrate, as required to the carrier, the Carrier or its. Sub-contractives shall not be responsible for control and care of the cofferential units of such Container(s) when the Containers are not in the catrol possession of the Carrier. The Carrier does not warrant to the refresential containers when the Containers are not in the catrol possession of the Carrier. The Carrier does not warrant to the refresential containers when the Containers are not in the catrol possession of the Carrier. The Carrier was not warrant to the refresential containers to the carrier under particular temperature carge caused to the Rechant is in which the containers are not in the carrier under particular temperature carge caused to the preferential controls within the requested temperature range, and will exercise due difference to maintain such temperature plus or minus. there of deepers of the carrier is referred to the carrier of the particular temperature range and will exercise due difference to maintain such temperature plus or minus three of deepers.

  (4) If the Carrier will be carrier is referred and containers to show the contents repertyl and set the thermostatic controls exactly. The Carrier shall not be hable for a loss of ordaning t

19. Riss Condensation, etc. It is agreed that superficial riss, availation or condensation usual the Condainer or any Bic condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seasonity Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the carriage of such Goods, be must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill, and all special freight, as required, must be paid by the Merchant.

- special freight, as required, must be paid by the Merchant.

  20. Methods and Roujes of Transportation.

  (1) The Carrier may at any time and without notice to the Merchant; is) use any means of transport or storage whateves or the transfer the Goods from one convey unce to another including trans-shipping or carrying the same on another vessel than the vessel named overfleat (or proceed by any route in his other to another including trans-shipping or carrying the same on another vessel than the vessel named overfleat (or proceed by any route in his other carrier included to the control of the control

- 22. War Risk Paperses. The Carrier may at any time and without prior notice to the Merchinit impose surcharges to cover all extra expenses (including but not limited to extra insurance premiums, and costs of diversion) incurred by the Carrier as a result of the outbread of war, hostilities, war-like operations, evel war, civil commotion, blockada, fringer or revolutions regardless of whether the Ship sailed or not sailed or is understay at the time the expenses are incurred.

  23. Dangerous Ginds.

  (1) The Merchant understales not to tender for try-py at one of any Goods which are of a demonstrate and automatic, advancative, or damagine nature without previously gasing within notice of life in matter to the Common and any Control of the control of

24. Regulations Relating to Goods. As a result of Merchant's Galaire to comply with such regulations or requirements of Customs, port and other authorities. Merchant shall been and post all amounts incurred by the Currier in complying with same as well as all duties, taxes, fines, imports, expenses or losses incurred or sufficed or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or any seal irregularities, non-conformities or defleciencies as per any local laws or regulations or, where applicable in the U.S. Trade, any furtil roles or regulations relating thereto, and melematly the Carrier in respect thereof.

- taws or regulations on where applicable in the U.S. Traide, any tariff rules or regulations relating thereto, and indemnty the Carrier in respect thereof.
  25. Notification and Delivery.
  (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier, Failure to give such notification shall not result in any liability for the Carrier ner relates the Merchant of any obligation hereander notwithstanding any coston, practice, or armagement to the continuty.
  (a) In the parties of the Carrier in respect of the Carrier in respect of the Carrier in respect of the Carrier in the continuty.
  (b) In the parties of the Carrier in respect of the Carrier in respect of the Cook of packed in operation and the result of use to be partied to the Carrier.
  (b) If delivery of the Goods is not taken within a reasonable time or whenever in the opinion of the Carrier in respect of the Goods or the parties of the Cooks of the Cooks whether for storage or otherwise is excess of their value, the Carrier may it is described in whitein a page of the Goods or incure charges or otherwise in excess of their value, the Carrier may it is described and without prejudice to any other registry which in may have against the Merchant, without notice, and without any responsibility attaching to it, self, abandon or otherwise dispose of the Goods are described in the Carrier of the Carrier in the Carrier of the Carrie

26. Both-to-difame Collision. It the carrying! Slip comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying Slip, the Merchant analierades to pay the Carrier or, where the Carrier is not the owner and in possession of the carrying Slip, to pay to the Carrier a structe for the owner analier demine character of the carrying Slip against all loss or liability to the other or non-carrying slip poster twoners instead as such loss or liability represents loss of endanges (or any claim withstood or of the Merchant, pull of payable by the other or non-carrying slip or her owners in the Merchant as devol; recogned or recovered or damage (or any claim withstood or of the Merchant, pull of payable by the other or non-carrying slip or not nowners to the Merchant as devol; recogned or recovered or should be considered to the carrying slip or the convers to the Merchant as devol; recogned or recovered such as the control of the Merchant of the Carrier of the Merchant of the other or non-carrying slip or the owners to the Merchant as devol; recogned or recovered such as the control of the Merchant of the other or the carrier of the Merchant of the other or the carrier of the Merchant of the other or the carrier of the other or the carrier of the order of the Merchant of the other of the merchant of the other of the merchant of the other of the other of the merchant of the other of the merchant of the other of the other of the other of the other of the merchant of the other of the merchant of the other of mage to, or any claim whatsoever of the Merchant, paid or p coller or non-carrying ship or her owners as part of their also apply where the owners, operators, or those in charge et to a collision, contact, stranding or other accident.

Fespeta to a consistent, contact, stratump or other decisions.

7. (General Average, General Average shall be adjusted, stated and settled in London or any other place selected by the Carrier and according to the York/Antwerp Rule, 1994 except Rule Paramount thereof and as to matters not provided for by those Rules, according to the laws, and mages in London. The General Average Rules per providing the prepared by Average Adjusters specied by the Carrier. In average adjustment, substructs in foreign currency shall be exchanged into any currency at the Carrier's option at the rate provaling on the law and average adjusters special per providing to the propared by Average Adjusters special per providing on the law and average and per providing to the law and a simple decision of the control of the first pervaling on the law day of discharges of stock thamaged cargos, bearing special and a simple decision of the control of the first providing to the law and a simple decision of the Carrier's frequency to be metabolic bearing and per providing the per providing to the providing the

28. Variation of the Contract, etc. No servant or agent of the Carner shall have power to waive or vary any term of this Bill unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

- Law and Jurk-Geteton.
   Non-U.S. Tradec: All claims arising hereender shall be brought and heard solely in the High Court of Lendon, England to the exclusion of any other forum.
  Except as provided elsewhere in this Bill, English has shall apply to such claims.
   U.S. Tradec: Nonvitistanding anything in subgragaging H) above, where the shipment covered by this Bill is to or from the U.S.A. (including its district, territories, and possessions), all claims arrange hereunder shall be thought and heard solely in the U.S. District Court for the Southern District of New York, or if that court is not competent to hear the motive, in any competent state or early court located in New York County, to the exclusion of any other forum. Except as other there is a country of the country and country of the country of the Court of the New York.
   Notwith-standing anything in subgragaging (1) and (2) above, the Berton's Located in any commone, proceedings, against the Mercham before the court of the Mercham place of business. The Port of Locating, the Port of Discharging, or any other competent jurisdiction.