

BILL OF LADING

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BILL OF LADING- TERMS AND CONDITIONS

- (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, approved Appl 15, 1935, which shall be deemed to be incorporated herein, and hothing herein contained shall be deemed a surrender by the Carrise of an abilities of labilities under the on an increase of any of its responsibilities of labilities under the one of the control of the control of the Carrise Act (except as otherwise specifically provided herein) shall great an otherwise specifically provided herein) shall great an otherwise specifically provided herein shall great the Carrier if this Bill of Lading is issued or delivered in a locabity where there is in lorce a compulsionly applicable Carriage of Goods by Sea Act, ordinance or statute of a nature similar to the Carrier if this Bill of Lading is issued or a state similar to the Relating to Bills of Lading dated all Brussets, August 25, 1924 if shall be subject to the provisions of sald Act, ordinance or statute and rudes therein annexed.

 (b) The Camer shall be entitled to the full benefit of, and right to, all timilations of, or exceptions from, Itability authorized by any provision of the laws of the United States and amendments thereto and of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the laws of the United States or of any ather provisions of the law

- provisions of the lase of the United States of or any state Coon-fly whose lens shall apply.

 In this Bill of Lading
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 [D] "Great heream and includes the ocean vessel on which the vessel, also any leaderstrip, ferry, barge, lighter or any other vascel, also any leaderstrip, ferry, barge, lighter or any other watercraft used by the Carrier in the performedica of this centract, [C] "Heream" means and includes the shipper, the consignie, the receiver the holder of this bill of lading, the counter of the Good's varies or agents of any of these.

 [C] "Chody "means and includes freight and all expenses and money abligations inoursed andpayable by the Marchant, [C] "Goods" means and includes the carge received iron the shipper pled by or on behalf of the Carrier.

 [C] "Container" means and includes any container, van, trailer, trans-portable tank, ital, pallet or any sutilise article of transport.

 [C] "Perron" means and includes any container, van, trailer, trans-portable tank, ital, pallet or any sutilise article of transport.

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 [R] Is understood and agreed thal other tharithe and Carrier no person

- Transport.

 It is understood and agreed that other than the said. Carrier no personrhaissever (including the Master, officers and crew of the vessel, all serands, agents, employeax, representatives, and all strevedores, terminal
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 or contractors of the service of

- billty than these that the Carrier has inuser this Bill of Lading in any giver situation.

 4. Subject to all rights, privileges and limitations of and enonerations frem initiation.

 5. Department of the control of the Bill of Lading or by low any situation.

 5. Department of the Bill of Lading or by low any situation.

 6. If loss or damage occurs while the goods of oackages are in the custody of the ocean carrier only the ocean carrier shall be determined by the following codes or packages are in the custody of the ocean carrier only the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and any law compulserly applicately.

 (b) If loss or damage occurs while the Goods or packages are in the participating domestion for ordering and Corrier, any the participating domestion for ordering the Corrier, any the participating domestion for ordering the Corrier, any the third of the Corrier of the Corrier of the Corrier of Carrier of the Corrier of the Corrier of the Corrier of Carrier of the Open Carrier
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- assumes no responsibility as Carrier for such domestic or foreign Natice of lose or damage and claim againsal his accan Carrier, where applicable, shall be given to the ocean Carrier, and sult commenced as provided for in Classes 30 and 31 hereof. Notice of loss or clamege against the participating clamestic or foreign domestic or foreign Carrier(s) and sult commenced as provided for in time terms, conditions and provisions of sall Carrier(s) Balls of 10 Lading or by law applicable therelo, it is undestood by the Merchant that such terms, conditional and provisions, as they per-ment of sult, contain different requirements and commence ment of sult, contain different requirements pertaining to contain the contains of the contains of the contains of the ment of sult, contain different requirements pertaining to ocean Carriage as contained in Claisses 30 and 31 hereof.
- and 31 hereot.

 5. The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Taut'ro Tarris on the with the Federal Manitors Commission, Interestate Commerce Commission, Interestate Commerce Commission or any other residency body which governs a particular portion of this carriage, and the terms and provisions of the said Tartiff or Tarritis are hereby incorporated herein as part of the Terms and Concitions of this Bill of Lading, Copies of the resident provisions of the applicable Tarritis are freshy and obtainable more commercial com

The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning of entilled to the possession of the Goods and this Bill of Lading.

- possession of the Goods and this Bill of Lading.

 7. (a) The Camier shall be native the sub-contact on any terms the whole of any part of the camap, loadring unloading, storing, warehousing, handling and any and all divise whatsoever under the high control of the contact.

 (b) As to through transportation, the Carrier undertakes to procure careful to the contact any mode of land, sea or altransportation and or arrange participation by other Carriers to accomplish the combined transport from place of recept to place of delivery-by-any tended to the contact and the cont

- 11. Special containers with heating or refrigeration units will not be turnishen unless contrate for expressly in writinf at time of booking and when hinthled, may notiful an increased traight rate or change, Shippe when hinthled, may notiful an increased traight rate or change, Shippe does not carrier, and Carrier shall exercise the diligence to maintain Good to Carrier, and Carrier shall exercise the diligence to maintain a reasonable range white the containers are in its custod or control. The Carrier does not however, accept any responsibility for thinctioning of heated or retrievated containers not owned or leased by functioning of heated or retrievated containers not owned or leased by
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The Carrier shall not be liable in any respect whatscever if refrigeration or special cooling facilities shall not be furnished durir ing or discharge or any part of the time that the Goods are upon or craft or other loading or discharging place.

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Tr. The Carrier shall have liberty to comply with any order or directions of recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority, or having, under the region of the contract of the contrac

indef this cause snail of pero by the electrical missionom to they are and charge.

18. Whenever the Carrier or Master may deem it advisible, or in any case, where goods are destined for ports) or place(s) at which the vessel or participating carrier's will not call, the Carrier may, without notice, forward the whole or any part of the shipment, before or after leading at the origination of the control of the shipment, before or after leading at the origination of the control of the shipment of the port of dividings of the scenario of the voyage or the roule to or beyond the port of dividings of 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 sheddled to depart or arrive before or ather the departing or arriving or sheddled to depart or arrive before or ather the carrier may delay forwarding awaiting a vessel or conveyance in is own service or with which it has established connections in all cases where the shipment is delivered to another Carrier or to a lighter, Port Authonly, Carrier shall absolutely cases when the Goods again come into its activate possession, and the responsibility of this Carrier or the parties of the control of the control of the derivation of the control of the control of the carrier shall be subject to all the learns whatsoever in the regular form of bill oil saling, control of parties performing such banashipmant or forwarding.

9. In any sillation whatsoever and wherevoever occurring and whether

imprudent or unlawful for any reason to receive, keep, load, or carry the goods, or commence or proceed on er continue the transport or to onter or discharge the goods or discember, passengers althe port of discharge, or the usual or lade of the goods or discharge the goods or discharge the usual or lade of sicherge, or the usual or lades, or discharge the usual or lades, or discharge the usual or lades, or discharge the processing by the transport of the usual or independent outs. Occasion of the usual or lades, or discharge the usual or lades of the usual or lades or discharge the side of the usual or lades of the place of the usual or lades of the usual

When any cargo und owned or leased by Carrier is packed or leaded by shipper or the face of the consigneer or its agent, shipper consigneer or its agent, shipper consigneer or its agent, shipper consigneer, and the little of Lading, owners of the Good and person enable to the programment of the Goods shall be and reman little, jointly and sensing the consigneer, and the cargo until streamed loading or later to the coccurring und the cargo until is returned to the companies of the companies of the companies of the cargo until streamed and the companies of the co

agent a lighter of the graph of

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Goods at the place of delivery.

The Merchant shall be jointly and severally liable to the Carrier fot the payment of all fieldly charges and the amount due to the Carrier, and fot provision to the provision of the carrier is the provision of the provision of this Bill only to perform his or their obligations under the provision of this Bill only to perform the provision of this Bill only to perform the provision of the Bill of the provision of this Bill only to perform the provision of the Carrier may sustain or incur arisinfor resulting from any such tables of performance by the Merchant any presson firm or comparation engaged by any party to perform forwarding services with respect to the tables of performance by the Merchant any presson firm or comparation engaged by any party to perform forwarding services with respect to the presson that the services of the pressure of the Merchant of all purposes and any payment of it freight of such person, firm of comperation to have present, failure of such person, firm of comperation to have any party of any event, failure of such person, firm of comperation to have any party of any event, failure of such person, firm of composition to pay any part of any event, failure of such be considered a delauli by the Marchant in the payment. Of the treight

- 24. Carrier shall not, be hable for any consequential or special damages and shall have the option of replacing lost Goods or repairing danaget Goods.
- 25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quentity as ascertained by a third party other than the Carrier and Carrier and Carrier and Carrier and sear or representation with regard to the according thaveor. This Bill of Lading shall not be deened evidence aganf, the Carrier of receipt of goods of the weight or quentity so inserted in the Bill of Lading.
- 27. If the vessel comes into callision with another vessel as a resut of the fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mariner pitol or the servants of the Carrier in the nazingation of in the management of the vissel, the Marchant will indemnify paged on the management of the vissel, the Marchant will indemnify the control of the carrier o

General average, even though the handing of cargo is not necessiry for the purpose of effecting repairs to the westel in the server of accident, larger or disaster, before or alter commencement of the verpairs extend plans may reven what server dementals the verpairs extend plans may reven what server dementals due to negligence or not for which or lost the consequence set which the shipper, consignee, receiver, hidden of this Bill of Lading, owner of the shipper, consignee, receiver, hidden of this Bill of Lading, owner of the shipper, consignee, receiver, hidden of this Bill of Lading, owner of the shipper, consignee, receiver, hidden of this Bill of Lading, owner of the shipper and special charges incurred in respect of the Goods, and ship are shipped and special charges incurred in respect of the Goods, if is saking stip is owned of operated by if such salving which are ship and in the same manner. Cargo is contribution in General Average shall be paid to the ship owner of the same ship and a ship and the same ship contribution in General Average shall be paid to the ship owner of the same ship and a solid set of the same ship and a ship and the ship owner of the same ship and a ship and the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship owner of the same ship and a ship and the ship and a ship and the ship owner of the ship and a ship and a ship and the ship and a ship and a ship and the ship and a ship and the ship and a ship and a ship and a ship and a ship an

20. As to loss or damage to the Goods or packages ocusumed to have ocurred during ocean voyage, unless notice damage and the general nature of it be given in writing to it is agent all the port of delivery before or at the time of the record occods or packages into the custody of the person entitle tipered under this Allin Aukadyib or if the loss or damage be highly shinking incontrol with the port of disk of the port of t

31. As to loss or damage to the Goods or package occurring or pr to have occurred during ocean carriage. The Carrier and the vass be discharged from all hability in respect of lone, damage mis delay or in respect of lone, damage mis delay or in respect of lone. Goods or package or the dall within onw year after delivery of the Goods or package of the dall whim onw year after delivery of the Goods or package should have been delivered. Suit shall deemed brought unless jurisci from shall have been obtained of Carrier andior the vessel by service of process or by an agree.

3.7. Gold silver specie bullion or other valuables including those nem or described in See. 4281 of the Neviced Statutes of the United Statutes will not be received by the Carrier unless their true character and value in the Carrier and a special whiten agreement therefor he been made in advance and will not, in any case be loaded or landed been made in advance and will not, in any case be loaded or landed been made in advance and will not, in any case be loaded or landed and the sactual possession or and a written recept thereois is given by it acts actual possession or and a written recept thereois is given by it Master or other officer in change. Such valuables will only be delivered the Carrier abanded the ship on presentation of bits to slading possess the Carrier abanded the ship on presentation of bits to a lading possess and case if delivery is and entering no beard the Carrier's responsability and the ship of the carrier abands the good many be related about of landed or canned on soldy at the risk and expose of the goods.

M. Nothing in thid Bill od Lading shall operate to deprive the Carrier od any stalutory protection or exemption from, or limitation of, hability contained in the laws of the United States or in the laws of any other county which may be applicable. This Bill of Lading shall be construd according to the laws on the United States and the Merchant agrees that any suits patient the Carrier shall be brought in the Federal Courts of the United States the Three this of this Bill of Lading shall be separable and if any part of the hereof shall be held invalid such holding shall not affect the validity or enforceability of any other part or tem hereof.



BILL OF LADING

EXPRESS ==			DILLO	LADING	
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Carrier has a policy against payment, solicitation, or receipt of any re	ebate, directly or indirectly, which would be unlawful ur	ider the United States Shipping Act, 1984 a	s amendad.	HOR MAN	Car West (1917)
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SUBJECT TO CORRECTION	PREPAID	arrangement or procurement of pre where stated above, the goods as s	-carriage from place of	eceipt and on-carriage to pl	lace of delivery,
TENN NEW TENNESS TO EXPLICATE THE PARTY.	The state of the s	stated. The goods to be delivered a er is applicable, subject always to the	t the above mentioned po	ort of discharge or place of de	elivery, whichev
A CALLER TANDER CHIMES EX	DINAN E EXDECTES XECTES EX	side hereof, to which the Shipper ar	nd/or Consignee agree to	accepting this Bill of Lading.	
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BILL OF LADING-TERMS AND CONDITIONS

- (a) Except as otherwise provided herein this fill of Lading shall have effect subject to the provisions of the Carriage of Godels by Sas Act of the United States of America, approved Agel 16, 1936, which shall be deemed to be incorporated herein, and hothing herein contained shall be deemed a surrender by the Carriar of any of its rights or immunities or an increase of any of its responsibility of the Carriar of the Carriar of the Carriar of the Carriar of Act texcept as otherwise specifically provided herein shall grave an helors loading on and after discharge from the vessel and throughout the entire lime the Godes are in the custody of the Carrier if this Bill of Lading is issued or delivered in a locality where there is in lorce a computational yearliest Carriage of the Carrier if this Bill of Lading is issued or delivered in a locality where there is in lorce a computational yearliest Carriage of international Convention for the Unitediation of Certain Rules Relating to Bills of Lading deled all Brussels, Agust 12, 1924 if shall be subject to the provisions of salid Act, ordinance or statute and rules thereto american. On the fill the Carrier shall be excepted to the fill benefit of the Carrier shall be excepted to the fill benefit of the Carrier shall be excepted to the fill benefit of the Carrier shall be excepted to the fill benefit of the carrier shall be excepted to the fill benefit of the carrier shall be excepted to the fill benefit of the provisions of the Carrier shall be excepted to the fill benefit of the carrier shall be excepted to the fill benefit of the shall be subject to the fill benefit of the shall be subject to the fill benefit of the shall be excepted to the fill benefit of the shall be subject to the fill benefit of the shall be subject to the provisions of the shall be subject to the fill benefit of the shall be subject to the shall be excepted to the shall be subject to the shall be subje

- provisions of the leave, of the United States or of any atther country whose laws had apply.

 Lin this Bill of Lading

 [a) "Camen" means the Carrier named on the face side hereof, the vessel her owner, Islater operator, dennise charterer, and if whether the owner, Islater operator, dennise charterer, and if whether the owner, ceptralor, chartere or Master shall be acting as carrier or bailer:

 [b) "Vessel means and includes the occarvesses on which the Goods are-shipped, named on the tace hereaf. Or any substitute vessel, all on your hadders of the tendence of the consistence of the Goods are shipped, the office of the tendence of the Goods or person entitled to the possession of the Goots and the same entitled to the possession of the Goots and the same entitled to the possession of the Goots and the same visits or agents of any of these.

 (c) "Goods" means and includes the shipper, the consigning, the face-lave in the control of the Goods or person entitled to the possession of the Westernam of the Goods or person entitled to the possession of the Westernam of the Goods or person entitled to the possession of the Westernam or the Control of the Goods or person entitled to the possession of the Westernam or the Control of the Goods or person entitled to the possession of the Westernam or the Control of the Goods or person entitled to the possession of the Westernam or the Control of the Goods or person entitled to the Control of the Goods or person means and includes an individual corporation, partnership or other entity at the case inay he.

 (b) "Participating Camier" means and shall include any other water, and camier periority and camier of the Goods of the Combined Transport.

 It is understood and agreed thal other the city to the Control of the Combined Transport.

- Transport.

 Transport and agreed thal other than the sad Carrier no person haisoever (including the Master, officers and crew of the vessel, all servads, agents, employeas, representatives, and all stevedores, terminal perstars, crans appearant, walchiner, carpaners, ship clasarers, survey-best last the survey-best states are appearant, and the servade states are survey-best lastle will respect to the goods as carrier, basilee or otherwise however, in conthos or intort. It, however, it should be adjudged that any there than said carrier is under any responsibility with respect to the codes, all ilmutations of the exercitations from lastley provided by law or you there were survey to be terms hered! shall be available to such other persons as herein codes, all ilmutations of the exercitations from lastley provided by law or you be the survey of the terms hered! shall be available to such other persons as herein one one of the survey of the s
- shifty than these that the Carrier has inuder this Bill of Ledang in any given situation.

 4. Subject to all rights, privileges and limitations of and exponential from the class came under this Bill of Ledang or by the subshifty grained to the ecoan came under this Bill of Ledang or by the way hability by the respective parkipating carriers for loss or damage to the Goods or packages carried hereunder shall be governed by the followind:

 (a) It loss or damage occurs white the goods of oackages are in the responsible thereto, and any labelity of the occar cairs shall be determined by the terms and conditions of this Bill of Leding and any law compulsarily applicative. Cost or packages are in the application of the computer of
- pace "on board" shall sean and occlude on board a rail car oper-seed by the originating camine are enrole by prail to the port of week of the originating camine are receipt of the Goods or packages hereunder, and if connot be determined from the records of this week.] If less or damage occurs after receipt of the Goods or packages hereunder, and if connot be determined from the records of this whether such damage or loss occurred during occar, domestic or lore of the control of the connot be control or the control of the whether such damage or loss occurred during occar, domestic or lore agreement of the connot be considered to the con-damage accurred on board the vessel and wither the Goods of packages were in the custody of the occorn Carrier. And the control of the connot can be considered to the Camers shall be antitied to all the rights, delenses, exceptions from or limitation of liability and immunities of whatsover nature reterred to or incorpercied herein appicable or granted to the Carrier as herein defined, to the bill attent permitted to such and any other lows applicable or relating therets, provided how, aver, that nothing contained in this Bill of Bading shall be deemed a surrender by these damestic of foreign Carriers of any of their rights and immunities or an increase of any of their limitations of and examerations from bability under their said Bill(s) of Lading, in making any arrangements for transportation by particication domestic or foreign Carriers of the Goods or packages carried hereunder, either any other responsibility whatsover, and in transportation.
- and agreed theit the ocean Carrier acts solely as agent of the Merchant without any other reaponibility withstoever, and it is Merchant without any other reaponibility withstoever, and it manageritation.

 Natice of lose or damags and claim against the accan Carrier, where applicable, shall be given to the ocean Carrier, and sult commenced as provided for in Clauses 20 and 31 herof. Notice commenced as provided on the Clauses 20 and 31 herof. Notice Carrier(s), where applicable, shall be fifted with the paticipating domestic or foreign Carrier(s) and suit commenced as provided for in time terms.conditions and provisions of said Carrier(s) Bill(s) Merchant that such terms, conditions and provisions of said Carrier(s) Bill(s) Merchant that such terms, conditioned and provisions to the byte stain to notice of. and claim for, loss of damage and commencement of sail, contain different necessitions and the contained of the said of the contained of the contained of the contain different necessaries.
- 5. The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff or Tarris on file with the Federal Mantimor Commission, Interstate Commerce Commission, Interstate Commerce Commission, Interstate Commerce Commission, Interstate Commerce Commission of the subject of the result of the commission of the said Tariff or Tarrits are hereby thocyproproted hereins as part of the Terms and Concitions of this Bit of Lading, Copies of the results of the said Tariff or Tariffs are the results of the said Tariff or Tariffs are debtainable house of the said Tariff or Tariffs are debtainable house or other regulatory body upon request. In The seven of any contict between the terms and provisions of such Tariffs and the Tarris and Candidions of this Bit of Lading, this Bit of Lading shall prevail

- and Canditions of this Bill of Lading, this Bill of Lading shall prevail

 6. The Merchant warrants that in agreeing to the Terms and Conditions
 hersef, he is, or has the authority of the person owning of entitled to the
 passession of the Goods and this Bill of Lading.

 7. (a) The Cameria shall be entitled to sub-contract on any terms the
 whole of any part of the camage, loadring, unloading, storing,
 werehousting, handing and any and all divides whatsoever united
 (b) As to through transportation, the Carrier undertakes to procurs
 such services as necessary and shall have the right at its sale discretion to contract any mode of land, see or aintramsportation and
 to arrange praticipation by other Carrier is accomplish the comWhenever any stage of the combined transport is accomplish that
 by any land or air Conlet or any other waste Carrier, each unit
 stage shall be contralled according to any law compulsority
 applicable to such thege and according the contracts, rules and
 trained to the combined of the combined transport is accomplished
 thags shall be contralled according to any law computionity
 applicable to such thege and according the contracts, rules and
 trained and tariths were tably set forth herein.

- B. The Carner shall be entitled but unter no ibligation to open any Container at any time and to inspect the contents unless applicable law "role is sum, it if thereupon appears that the contents of any part is role in the content of the content of any part in the representation of the content of the container its contents or any part thereof, the Carrier and abort to the Container its contents or any part thereof, the Carrier and abort the transportation thereof and/or take any measures and/or incur transportation thereof and/or take any the continue the carrier against any reasonable additional expense so incurred.
- Carrier may contailmentre any Goods or packages. Containers may stowed on deck or under deck and when so stowed shall be deemed f all purposes to be stowed under deck, including for General Average at U.S. Carriage of Goods by Sea Act, 1936 amd similar legislation.
- and purposes of accords by Sea Act, 1936 and similar legislation.

 10. The scope of the voryage heren contracted for shall include usual or customary or advenued ports of call whelven ranned in this contract or not, also parts in or out of the advertised, geographical or usual route or note, even though in proceeding thereto the vessel rany sail beyond the other contracts of the property of the property of the property of the property of the purpose of the current prior or subsequent voryages. The vessel may call along a many ord calling at any port whether sheduled or not, and may call at any port for the purpose of the current prior or subsequent voryages. The vessel may call calling at any port whether sheduled or not, and may call at or subsriguent call at the port of discharge, may for matters courring before or after loading, and either with or without the goods on board, and before or afther proceeding towards the port of discharge, adjust complete or afther proceeding towards the port of discharge, adjust compasses, diplock with or without cargo on board, and before or after loading, and either with or without the goods on board, and before or after loading, and either with or without the goods on board, and before or after loading, and either or proparty and all to the foregoing as included in the contract voyage. The vessel may carry contraband explosives, maniforms, wathle stores, hazordous capp and sail armed or unamed and with or without corrory.

 1. Secale candinares with healting or refrigeration units will not be true.
- 11. Special containers with heating or refrigeration units will not be turnishen unless contrate for expressly in writted at time of booking and, when lumished, may retail an increased traight rate or change. Shipper when lumished, may retail an increased traight rate or change. Shipper to Carrier, and Carrier shall exercise the diligence to maintain the temperature washin a reasonable range white the containers are in its containers are contained to the containers are cont
- Carrier,

 12. Deek cargo (except goods carried in containers on dech) and live enimals are received and carried solely at Merchant's next (including accident or mortality of animals) and the Carrier shall not in any event be laided for any loss or damage thereto aristing or resulting from any maiters mentioned in Section 4. Sub-Section 2) also (pil. Inclusive, of the Ulthed Section 4 of the Carriage of Goods by Sea Act or from any other cause whatsoever not due if the fault of the Carriar, any warrarly of seawochiness in the aff respects upon the Merchant. Except as provided above, such shipments shall be deered Goods and shall be subject to all terms and provisions of this Bill pf Lading relating to Goods.
- The Carrier's sailing schedules are subject to change without notice both as to the salind dat and of arrival, if the is a Through Bill of train, truck, arcraft, vessel or rether means of convenyance, or in time for any particular market of otherwise. No carrier shall be flable for delay and nor Carrier shall have the right to Inewed the goods by substitute. Carrier.
- any userner shadt have the right to forward the goods by substitute. Carriel of 1.3. If at any time the performance of the contract orientees by the following the Lading as or is likely to be affected by any hindrance risk, delay, efficiently of idsaffered of whatsoversy hind which cannot be avoided by the excercase of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Goods or any part of them at the and convenient, whereupon the responsibility of the Carrier in the performance of such Goods shall cases. The Carrier shall nevertheless be entitled to half treight and charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and elizage at such place of port.
- 14.If the Carrier makes a spacial agreement, whether by stamp hereon of otherwise, to deliver the Goods at a specified dook or place, it is mutually agreed that such agreement shall be construed to mean that the three states of the state o
- 15. The port authortiese are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, with out giving notice either of arrival of discharge may immediately upon arrival of the vessel at the designated destination, discharge the contrival of the vessel at the designated destination, discharge the good continuously, Sundays and holidays included, at all such hours b day or by right as the Carrier may determine no metter what the state of the weather or custom od the port may be.
- The Carrier shall not be liable in any respect whatsoever if heat or retrigeration or special cooling facilities shall nor be furnished during load-ing or discharge or any part of the time that the Goods are upon the whair craft or other loading or discharging place.
- craft or other loading or discharging place.

 Landing and delivery charges and pier dues shall be at the exercise of the Goods a miss simulated in the freight nersin provided for, if the Goods are not taken away by the consignes by the expiration of the Goods are not taken away by the consignes by the expiration of the ware working day after the Goods are at his disposal, the Goods may, at Carrier's lipin and subject to Carrier's lipin, be sent to store on the house of the permitted to be where landed, buth always at the expense and has of the Goods. The responsibilities of the Carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and today of Customs or others Authorities, or into that of any municipal or governmental concessionairs or depository. The Carrier shall no be required to give any notification of disposition of the Goods, except as may be otherwise provided in this Bill of Lading.
- erwisw provided in this Bill of Lading.

 16, At ports or place where, by local law authorities, or custom the
 Carrier is required to discharge cargo to lighters or other craft or where it
 has been to agreed, or where wharves are not available which the ship
 can get to, let act, of leve, always stelly alleat, or where conditions prevailing at the time render discharge at a whart dangerous, imprudent, or
 likely it delay the vasted, the Renchant shall promptly turnist lighter or
 likely it delay the vasted, the Renchant shall promptly turnist lighter or
 the Goods. If the Merchant fails to provide a value of the Conden, the
 Carrier, acting solely as agent for the Merchant may engage such lighters
 or other craft at the risk and expense of the Goods. Discharge of the
 Goods into such lighters or other craft shall constitute proper delivery, and
 any further responsibility of Carrier with respect to the goods shall there
 upon terminate.
- upon terminate.

 17. The Carrier shall have liberty to comply with any order or directions of recommendations in connection with the thransport under this contract of carriage given by any Government of Authority or anyone acting or proporting to act on behalf of such Government or Authority, or having, under the terms of the montpage or insurance on the vessal or other transport the right to give such orders, directions or recommendations. Discharge of delivery of the Goods in accordinate with the said order or directions or recommendations shall be deemed a fulfilliment of the contract. Any said inder this clause shall be paid by the Merchant in addition to freight and charge.
- indef Dis Cause shall be pain by the serchain in autounous to they have charge.

 18. Whenever the Carrier or Master may deem it advisible, or in any case where goods are deatherd for ports) or place(c) at which the vessel or participating carrier's will not call, the Carrier may, without notice, forward to provide the control of the port of disvhange of the sestination of the control of the co
- 19. In any situation whatsoever and wheresoever ocurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seitzure, detention, damage, delay or disad-vantage of loss to the Carrier of any part of the Goods to make it unsafe.

- imprudent or unlawful for any reason to receive, keep, loact, or carry the goods, or commence or proceed on or continue the transport or to order or discharge the goods or disembarly passengers althe port of discharge the goods or disembarly passengers althe port of discharge, the state of the state of
- of representations.

 When any cargo unil owned or leased by Carrier is pached or leaded by shipped or its agent, or discharged by consignee or its agent, shipper, consignee rolls agent, shipper, consignee, receiver, troicator fills Bill of Lading owners of the Goods and person entitled to the possession of the Goods shall be and reman lable, jointly and severally, for any loss of disnage to the cargo unit during only and any control of the cargo unit during the time to Carrier's custody and, at tailf sales, for any delay buyand the time diowed for such loading or dischange, and for any lose damage of expense incumed by Carrier as a result of the latiture to return the cargo unit to the Carrier in the same sound condition and tales of cleanables unit to the Carrier in the same sound condition and tales of cleanables and the carrier of the carri
- Where a cargo unit is to be unpacked or unioaded by consigneo or its agent, consignee or its agent shall promply unpock of unioad such carge unit and take delivery of let contents, interpretive of whether the Goods are demaged of not Corner shall not be bable tos loss of damage caused to the Goods by or during such unpacking or unioaching
- to the Goods by or during such unpacking or unioaching
 21. When containers, vans, tailers, Izanpostelis tanks, flats, pallesizad
 units, and all after packages (als hereintailer referred to generically a
 units, and all after packages (als hereintailer referred to generically as
 'cargo units') are not packed or loaded by Carrier, such cargo units shell
 be deemed shipped as "Shipper's weight, load and count." Corrier has no
 reasonative masses of checking the quentry, weight, condition or existence
 or existence of ench contests, as lumished by the shipper and inserted in
 this Bill of Leading, to be accurate, and shall not be lable for nonreceipt or
 misdescription of sucin contests. Carrier shall have no securing andior
 towaged of contents of such cardo units or too loss or damage caused
 stronged or contents of such cardo units or too loss or damage caused
 adequacy of such cargo unit property to consul sublishing or structural
 adequacy of such cargo unit property to consul ret concents.
- adequacy of such cargo unis properly to conian their concents.

 The Mercharri whether principal or agent, by packing or Izading the cargo unit socker by allowing the cargo unit to be so packed or loaded, described, macked and safely packed if their respective cargo units. that such cargo units are prinysclarly sustaine, sound and atructurally adequate property to contain and support the Goods during handling and omth vamport and what the cargo units may be handled in the ardunity course warport and what the cargo units may be handled in the ardunity course varyance or to their other cargo. Of properts of personal (b) that all particular with regards to the cargo units and ther contents and the weight of each saald cargo units, are in all respects conect, and .0 that they have secretained and thuly discissed in writing to the Correr and all panicipaties are consistent to the cargo of property or personal cargo in the cargo of property or personal cargo in the cargo of personal cargo of the ca
- toon of shomeni of all such Goods.

 The shipper, consignes, receiver, holder of this Bill of Ladina, owner of the Goods and person entitled to the possession of the Goods jointly and sevarally agree fully to preted and indennity. Carrier and to hold it harmless in respect to any injury or deth of any person, or loss or damage to catgo or cargo unit all any other property or to the vessel of cargo unit of any other property or to the vessel or cargo unit of any other property or cargo unit or any other property, or to the vessel or cargo unit all any other property, are to the vessel or cargo unit and cargo unit of any other property, are to the vessel or cargo unit or any other property, and the vessel or cargo unit and cargo unit of any other property, are to the vessel or cargo unit of any other property, and the vessel or cargo unit of any other property, are to the vessel or cargo unit of any other property, and the vessel or cargo unit of any other property, and the vessel or cargo unit of any other property, and the vessel of the vessel or cargo unit of any other property.
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 22. The Marchant and Goods thamselves shall be liable for ad shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of meeting, repaining, lumigating, reporking, coopering, ball-ages, algo to separate properties of the service of the cooperation of the separate properties of the service of the separate properties of the service of the servi
- or any act or omission of the Merchain. The Carrier's sien shall survive delivery and may be enforced by private or public asia and without netice.

 23. Freight shall be poyable, at Carrier's option, on achial grass sinitate weight or measurement or on actual grass sicharge weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods fumished by tha shiper. herin but the Carrier may, as previously stated herein, all any time open the pockages of the particular of the Goods fumished by that hiper. Herin but the Carrier may, as previously stated herein, all any time open the pockages of the particular of the Goods that the state of the particular of the state of the particular of the state of the state
- Goods at the place of delivery.

 The Merchant shall be jointly and severally flable to the Carrier for the payment of all flalight charges and the amount due to the Carrier, and fast previous control of the provisions of this Bill of Lading, and they shall indications under the previsions of this Bill of Lading, and they shall indicate the previsions of this Bill of Lading, and they shall indicate deep reasons the provisions of this Bill of Lading, and they shall indicate deep many substained previous the Carrier may sustain or incur arisinf or resulting iron any such silver of pretionance by the Merchant only person firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant of all purposes and any payment of fraight of such person, lim of corporation to pay any pay of the treight to the Carrier shall be considered a default by the Marchant in the paynort of the treight
- The Carrier shall have allien on the Goods and any documents reist, ing thereto, which shall survive delivery, for all freight charges and damages of any kind whatsoever, and for the casts of acovering samr including expenses incurred in perserving this liter and may enforce this hen by

- public or private sale and without rittica. The shipper, consignee, receiv, er, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods shall be jointly and severally liable to the Carrier for the payment of all freight charges and damages as aforesald and for the performatice of this absignation of each of them hereunder.
- Carrier shall not be hable for any consequential or special damages and shall have the option of replacing lost Goods or repairing danagel Goods.
- 25. The weight or quantity of any bulk cargo iriserted in this Bill of Lading is the weight or quentity as ascertained by a third party other than the Carrier and Carrier and Carrier makes no representation with regard to the accurate that the party of the accurate that the carrier of carrier of carrier of receipt of goods of the weight or quentity so inserted in the Bill of Lading.
- 28. Beither the Carrier nor any corporation owired by, subsidiary to or associated or allitated with the Carrier shall be liable to answer for or associated or allitated with the Carrier shall be liable to answer for or make good any loss or damage to the goods accurring all art films and even though before loading on or after dischange from the ship, by reasen or by means of any fice whatsocre, unless such fire shall be caused by its design or neglect, or by its actual tauto privity in any case where this exemption is not permitted by turn, Carrier shall not be table for loss or damage by fire unless shown to tave been caused by Carrier's negligence.
- 27. If the vessel comes into callision with another vessel as a result of the fault or negligence of the other vessel and any act, neglect or datault and the Carrier, Mathemanizer plan of the servants of the Carrier in Mathemanizer plan of the servants of the Carrier in Mathemanizer is the Carrier against all loss of liability to the other or no-carrying vessel or her owners insofar as such loss or flability represents loss of, or date to the control of the carrier against the carrier against the carrier and the carrier as a part of their claim against the carrying vessel or between some pression is not carrier as a part of their claim against the carrying vessel or Carrier.
- The foregoing provisions shall also apply where the owners, opera-lors or those in charge of any vessel or vesses or abjects other than, or in addition to the calciling vessels orodjects are at faut in respect of a col-fision, contabt, stranding or their acciden,
- This provision is to remain in effect in other jurisdiction forceable in the Courts of the United States of America.
- 28. General average shall be adjusied, staled and settled according York Antwerp Rules 1974, except Rule XII thereol, all such port or pla as may be selected by the Carrier and as io matters not provided for ihaese Rules according to the laws and usages of New York.
- as may be selicted by the Carrier and as to matter not provided for by heave filters coccining the tell ans and usages of thew York.

 In such adjustment, disbursements in foreign currencies shall be exchanged into United States immay at the rats prevailing on the dates mede and allowances for damage to cargo claimen in foreign currenty hash be converted of the relep revealing on the last day of dischage at the shall be converted of the relep revealing on the last day of dischage at the shall be converted on the releptor of the releptor
- the purposs of effecting repair to the vessels in the vessel in the vessel of accident, desper or disaster, before or able commencement of the vorpour resulting from any cause what too-view, whether the due to negligence or not for which or lor the consequence of which the Carrier is not responsible by statute contract or otherwise, the Goods halpper, consigner, receiver, Incider of this Bild of Lading owner of the Goods and person entitled to the possession of the Goods, jointly and entitle of the Carrier of the Goods, pointly and ment of any sacrifices, losses or expenses of a General Average part where that may be made ur incurred as shall pay salvage and special charges incurred in respect of the Goods, if a salving stip is owned of operating where the salvage shall be pad for as fully and in the same manner as incurred in respect of the Goods, if a salving stip is owned of operating the control of the Goods, and the control of the Goods and the Carrier salvage shall be pad for as fully and in the same manner as carrier salvage shall be pad for as fully and in the same manner as carrier salvage shall be pad for as fully and in the same manner as carrier salvage shall be pad for as fully and in the same manner as carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the carrier salvage shall be pad for as fully and in the same manner as the same shall be pad for as fully and in the same shall be pad for as fully and in the same shall be pad for as fully and in the same shall be pad for as fully and in the same shall be pad for as fully and the same shall be pad for as fu
- ail codes, statutes, laws or regulations which might otherwise apply.

 29. In case of any loss or diamage to or in connection with Goods accesseding in actual value the equivalent of \$500 lawsh money of the United States, per package, or in case of Goods not shipped in packages, per package, or in case of Goods not shipped in packages, per package or in case of Goods and the deemed to be \$500 per shipping unit the value of the Goods shall be deemed to be \$500 per shipping unit or provided to the basis of a value of \$500 per package or per shipping unit or provided to the basis of a value of \$500 per package or per shipping unit shall end to the basis of a value of \$500 per package or per shipping unit shall end to the Goods per package or per shipping unit shall exceed such that the shall have the shall value of the Goods per package or per shipping unit shall exceed such classed of the Goods per package or per shipping unit shall exceed such case of the declared value of the Goods per package or per shipping unit shall exceed such case of the value shall mere their shall mean each physical and any partial loss or damage shall be signified for ran societies of things such declared value. The words shipping unit shall mean each physical unit or place of cargo not shipped in a package including articles or things of any description whatsloever, except goods shipped in bulk, and including their shall be of the shipping unit shall be so of any description whatsloever, except goods shipped in bulk, and in the shall be sha
- Where containers vans trailers, transportable lanks, flats, palietized units and other such packages are not packed by the Carrier, each indi-unities and package in the package in the package in the other such package including other such package including deemed a single package and Carier's hability, limited to 1500 with respect to each such package.
- 30. As to loss or damage to the Goods or packages occurring or pre-sumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writting to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the ocustory of the preson entitled to delivery thereof under this Bill of Lading or if the loss or damage be not apparent removar. Shall be controlled the state of the presence of the controlled to Goods or packages as the secretary of the presence of discharge, such Goods or packages as described in this Bill of Leding.
- 21. As to loss or damage to the Goods or package occurring or presumed to have occurred during occase carriage. The Carrier and the vessel advantage occase carriage. The Carrier and the vessel advantage of the discharged from all hability in respect of loss, damage misdedly relately or in respect of loss of books or package or the daller submitted with respect to the Goods or package or the daller submitted with the Goods or package when the Goods or package should have been delivered. Suit shall not be Gorden and over the Carrier and/or the vessel by service of process or by an agreement to appear.
- appear.

 2). Gold albert specie buillion or other valuables including those namely or described in Sec. 421 of the Hericas Statistics of the United States of the William States. All not be received by the Carrier unlass their time character and use and states. All not be received by the Carrier unlass their time character and when made in advances and will not, in any case be loaded or landed by these in made in advances and will not, in any case be loaded or landed and the certain time of the states of the states of the states of the states and the actual possession or and a switten recept therefol is given by the Master or other officer in change. Such valuables will only be delivered by andorread and upon such delivery to believe the load of the states properly andorread and upon such delivery to the load of the states of the states of the port of discharge the goods must be delivered by the states of the particular and on solely at the risk and expine of the goods.
- 34. Nothing in thid Bill of Lading shall operate to deprive the Carrier of any stalutory protection or exemption from, or limitation of, hashify contained in the laws of the United States or in the laws of any other country which may be applicable. This Bill of Lading shall be construd according to the laws on sith builded States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States the The tens's of this Bill of Lading shall be separable and if any part of the hereof shall be held invalid such holding shall not affect the validity or entreaching of any other part or ten hereof.



BILL OF LADING

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BILL OF LADING-TERMS AND CONDITIONS

- 1. (a) Except as observeine provided herein this fill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea, which shall be desemed to be incorporated herein, and hothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immundes or an increase of any of its responsibilities of liabilities under said Art The provisions stated in said as an before loading en and after discharge from the vessel and throughout the entite time the Goods are in the custody stated the Carrier of this Bill of Lading is issued or delivered in a locality where there is in hore a compulsorly applicable Carriage of Goods by Sea Act, ordinance or statute of a nature similar to the Relating to Bills of Lading is insued or delivered in a locality where there is in hore a compulsorly applicable Carriage of Goods by Sea Act, ordinance or statute of a nature similar to the Relating to Bills of Lading leaded all bussels, August 25, 1524 if shall be subject to the provisions of said Act, ordinance or statute and rules thereto annexed to the lub brandi of, and right to, and state is the control of the control of and right to, and its control of the control of the provisions of the laws of the United States or of any ather country whose laws shall apply.
 2. In this Bill of Lading
- provisions of the Leave of the United States or of any ather country whose leave shall apply.

 2. In this Bill of Lealing.

 (A) "Censer" invaris the Carrier named on the face aids hereof, the Carrier mans the Carrier named to the Carrier cannot control to the Carrier cannot cannot be carried to bound height the lime charters, and any substitute Carner whether the owner, experator, charter or Master shall be acting a function of the carrier cannot cannot be carried to the carrier of the Carrier cannot cannot

- It is understood and agreed thal other than the sad. Carrier no parson halveever (including the Master, efficers and crew of the vessel, all ser-arits, agents, employeas, representatives, and all streedores, iterminal perators, crame aperators, watchner, carpenders, ship cleaners, survey be liable will respect to the pood as a carrier, balloce or otherwise how-overs, in conthace or in text. It, however, it should be adjudged that any when then said carrier is under any responsibility with respect to the your text. The same ship is the same ship is the same ship is a young that the same ship is the same ship is a young that the same ship is a same ship is a searched in contracting for the foregoing exemptions, limitations and somerations from liability the Camier is actind as agent and trustee for and on behalf of all persons described above, all of whom shall of adding, if being always understood that sad beneficianes are but mild adding, if being always understood that sad beneficianes are sent and allow than those that the Carrier has buder this Bill of Ladeng in any give husten.
- bility thin these that the Currier has inude this Bill of Ledang in any given situation.

 4. Subject to all rigirts, privileges and limitations of and exonerations frem intaliant products of the care camer under this Bill of Leding or by twe any habity by the respective participating carriers for loss or damage to the Goods or packages carried hereunder shall be governed by the followind:

 (a) If loss or dismage occurs while the goods of cackages as in the responsible theretor, and any liability of the occan caller shall be determined by the terms and conditions of this Bill of Lading and any law compulsarity application.

 (b) Control of the Control of the Bill of Lading and any law compulsarity application.

 (c) Loss of the Control of the Control of the Control of the Bill of Lading and the participating domestion for orientic Camer(s) shall be responsible theretor, and the participating domestion for orientic Camer(s) shall be responsible theretor, and any tabirty of such participated damestic of foreign Carrier(s) shall be destinated, in respective order, by the terms of foreign Carrier(s) shall be destinated, in respective order, by the terms of foreign Carrier(s) shall be destinated, in respective order, by the terms of foreign Carrier(s) shall be destinated, in respective order, by the terms of foreign Carrier(s) splitted in the Condition of the Condition

 - place of the control arms camier and ex nouts by rail to the port of loading for boarding on board the Carrier's or participating Carier's exessel, loading for boarding on board the Carrier's or participating Carier's exessel, loading for loading and the control be determined from the records of his water to be control or loading for loadin

 - assumes no responsibility as Carrier for such domestic or foreign transportation. Natice of lose or damags and claim againsal the acean Carrier. Natice of lose or damags and claim againsal the acean Carrier, where applicable, shall be given to the ocean Carrier, and sult commenced as provided for in Clauser 30 and 31 hereof, hotice of loss or claimage against the participating connection for single damage against the participating connected or surveyed to the control of the control
- and 31 hereof.

 5. The goods carried hereunder are subject to all the terms and provision of the Carrier's applicable Tail for Turits on the with the Tederal Mannie Commission, Interestable Commission, Interestable Commission or any other regulator body which governs a particular portion of this carriage, and the teems a provision of the said Tail for Tarlits are hereby incorporated herein part of the Terms and Concitions of this Bill of Lading, Copies of the revent provisions of on the applicable. Tarlit or Tarlits are obtainable from it or other regulatory body upon request. In The event of any continuous c
- The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning of entilled to the possession of the Goods and this Bill of Lading.
- possession of the Goods and this Bill of Lading.

 7. (a) The Camier shall be entitled to sub-contract on any terms the whole of any part of the camage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever understand to the contract any motion. The Carrier understands to procurs such services as nacessary ans shal have the right at its sale discretion to contract any mode of land, see or airtransportation and to arrange participation by other Carriers to accomplish the combined transport from place of recept to place of delivery. Whenever any stage of the combined transport is complished by any land or air Comier or any other waster Carrier, each such applicable to such stage and according to the constructs, rules and taritis of each participating Carrier, the sense as if such contracts, rules and taritis of each participating Carrier, the sense as if such contracts, rules and taritis of each participating Carrier, the sense as if such contracts, rules and taritis of each participating Carrier, the sense as if such contracts, rules and taritis of each participating Carrier, the sense as if such contracts, rules and taritis were tuily set forth herein.

- B. The Carner shall be entitled but unter no ibligation to open any Container at any time and to inspect the contents unless a splicable law of contents unless a splicable law of carnot safety or properly be carned or carnot faller of their entitled of the contents or any part thereof, the Carner all or without incurring any additional expense or taking any measures in relation to the Container its contents or any part thereof, the Carner and/or incur y abandon the transportation thereof and/or take any measures and/or incur y abandon the transportation thereof and/or take any measures and/or incur y abandon the transportation thereof and/or take any measures and/or incur y abandon the transportation thereof and/or take any measures and/or incur y abandon the transportation that the carnet of the content to the content of the carnet of the car
- sonature adultantial Expenses of includes or packages. Containers manatowed on deck or under deck and when so stowed shall be deemed all purposes to be stowed under deck, including for General Average U.S. Carriage of Goods by Sea Act, 1936 and smilar legislation.
- U.S. Carriage of Goods by Sea Act, 1998 and similar legislation.

 10. The scope of the vorgae heren contracted for shall include usual or customary or adversaced ports of call whelver named in this contract or customary or adversaced ports of call whelver named in this contract or order, even though in proceeding thereto the visition of usual roote discovers of the process of the visition of the contract of the process of the visition of the process of the process of the visition of the process of the process of the visition of the process of the process of the current prior or subsequent vorgaes. The vest all may only calling any port therefore the process of the current prior or subsequent vorgaes. The vest all may only calling any any port whether sheebulded or not, and may call all any port for the purpose of the current prior or subsequent vorgaes. The vest all may only calling any any port whether streetly desired or subsequent call at the port of discharge, may for matters occurring before or after locating, and either with or without the goods on board, and before or afther proceeding towards the port of discharge, adjust compasses, dydock with or without cargo on board, stop for repars, shift borths, make trial tings or lests, last hold or stores, remain in port, be on and save or statempt to save life or proparty and all of the foregoing extended in the contract voyage. The vessel may carry contraband explosives, manifestors, wardles botters, hazordous cargo and saal armed or unamed and with or without correct.
- unamend and with or without convoy.

 11. Special contineers with heating or refrigeration units will not be turnishen unless contrate for expressly in writerful time of specing and, when limithed, may notal an increased traight rate or change. She shall advise Carries old easied temperature range when delivering Goods to Carrier, and Carrier shall acries che discipline to maintain the temperature worthin a reasonable range white the containers are in its custody or control. The Carrier does not however, accept any responsibility for functioning of heated or refrigerated containers not owned or leased by Carrier.
- Carrier.

 2. Deek cargo (except goods carried in containers on deck) and live animals are received and carried solely at Berchant's nek (including accident or mortality of animals) and the Carrier shall not in any even the liable for any loss or damage thereto aristing or resulting from any matters menous fine Section 4. Sub-Section 2(a) to (p), Inchizive, of the United States Carriage of Goods by Sea Act or from any other cause whatsoever not due if the fault of the Carriar, any warranty for esswechiners with the Carriage of Cooks by Sea Act or from any other cause whatsoever not due if the fault of the Carriar, any warranty for esswechiners and any other cause whatsoever not due if the Carriar of the
- The Carrier's salling schedules are subject to change without notice both as to the sallind dat and of arrival. If the is a Through Bill of train, truck, arrival, vessel or either means of convergance, or in time for any particular market of otherwise. No carrier shall be flable for delay and you carrier shall be flable for delay and you carrier shall be flable for delay and you carrier shall be flable for delay and the property of the proper
- 13. If at any time the performance of the contract evidenced by this Bill colling or of is lakely to be affected by any hindranes, risk, delay, difficulty, or disadventage of whateovery hind which cannot be avoided by the excercase of reasonable endeavors, the Carrier (whether on the transport is commenced) may without notice to the Merchant breat the performance of the contract as terminated and place the Goods or any part of them at the and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheres be entitled in the such Goods shall cease. The Carrier shall nevertheres be entitled undiffered that the carrier of the Carri
- All the Carrier makes a spacial agreement, whether by stamp hereon of otherwises to deliver the Goods at a specified dook or place, it is mutually agreed that such agreement shall be constituted to mean the Carrier is to make such delivery only it, in the sole plagment of the Carrier, the vessel can get to, be at, and leave suid dook or place, always allow, and only if such dook or place is available for immediate receipt of the Goods and but officiaries of the Goods and but officiaries of the Goods and but officiaries of the Goods and the discharged as otherwise provided in this Bill of Leding, whereopen all responsibility of Carrier shall casts.
- 15. The port authortiese are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, with out giving notice either of arrival of discharge may immediately upon arrival of the vessel at the designated destination, dischirge the goods continuously. Sundays and holdslys included, at all such hours to day or by night as the Carrier may determine no metter what the state of the weather or custom of the port may be.
- The Carrier shall not be liable in any respect whatscever if heat or retrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the whalf craft or other loading or discharging place.
- craft or other loading or discharging place.

 Landing and delivery chargers and pier dues shall be at the experis
 of the Goods unless included in the freight nersin provided for, if the
 working day after the Goods are at his disposal, the Goods may, are
 house of the Goods and subject to Centrier's Bun, he sent to store only are
 house of be permited to lie where landed, both always at the expense and
 ke of the Goods. The responsibilities of the Carrier in any capacity shall
 altogether cease and the Goods shall be considered to be delivered and
 at their doen its and expense in every respect when taken onto the cusemmental concessionairs or depository. The Carrier shall no be required
 to give any notification of disposition of the Goods, except as may be othenvisw provided in this Bill of Lading.
- enview provided in this Bill of Lading.

 16, At ports or place where, by local law authorities, or custom the Carrier is required to dischrage cargo to lighters or other craft or where it has been so agreed, or where wharves are not available which the ship can get to, let act, or leve a shaves stelly allead or where conditions prevailing at the time render discharge at a whart dangerous, improdent, or other craft to lake delivery alongish the ship, at the trisk and expense of the Goods, if the Merchant falls to provide such lighters or other craft at the risk and expense of the Goods. Discharge of the Merchant reality are quage such lighters or other craft at the risk and expense of the Goods. On the craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft shall considils proper delivery the Goods into such lighters or other craft shall considils proper delivery and any further responsibility of Carrier with respect to the goods shall there upon terminate.
- upon terminate.

 7. The Carrier shall have liberty to comply with any order or directions of recommendations in connection with the transport under this contract of recommendations in connection with the transport under this contract of your of the contract of the contr
- inder Dis clause shall be pain by the sterchain in administration charge.

 18. Wherever the Carrier or Master may deem it advisible, or in any case where goods are destined for ports) or placeful at which the vessel or participating carrier's will not call, the Carrier may, without notice, forward her whole or any part of the shipment, before or after loading at the origination of the shipment of the control of the control
- 19. In any situation whatsoever and wheresoever ocurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disad-vantage of loss to the Carrier of any part of the Goods to make it unsafe.

- imprudent or unlawful for any reason to receive, keep, loact, or carry the goods, or commence or proceed on or continue the transport or te order or discharge the goods or disembark passengers althe port of discharge or the usual of agreed or intended place of discharge or delivery or to the discharge of the control of agreed or intended place of discharge or delivery or to the Camier or the Master any decline to receive, keep, load or carry the Goods or loay devan container(s) contents or any part thread and may raquite the Marchard to take ciellvery of Goods at the place of receipt or any other point in the continiend transport an upon fature to do so, may werehouse the Goods at the risk and expanse of the Goods, or The vession of the Goods and the risk and expanse of the Goods, or The vession of the Goods and or any other point of discharge, or reaching or affermed into the resch a sousd place pd discharge therein or alterpting to discharge the shipmen may discharge the Goods and or evan the contents of any container(s) all another port dept. Lipiter croil or a ther place or may forwerd or branship them as port dept. Lipiter croil or a there place or may forwerd or branship them as port dept. Lipiter croil or a there place or may forwerd or branship them as port dept. Lipiter croil or a there place or may forwerd or branship them as port of the Marchard for discharge or until such time at the Camer or the Marchard for any place will be a decrease or the Marchard for any place will be a decrease or the Marchard for any forther, and the Camer or the Marchard for any forther, and the Camer or the Marchard for any forther or the Marchard or any service rended or the Camer or the Marchard for any forther, and the Camer or the Marchard for any forther, and the Camer or the Marchard for any forther, and the Camer of the Marchard for any forther, and the Camer or the Marchard for any forther, and the Camer or the Marchard for any forther or the Marchard for any service rendered to the Goods as decinated to marchard
- or representations.

 When any cargo until owned or leased by Carrier is pached or leaded by shipper or its agent, or dischargen by consignee or its agent, shipper, consignee, reciver, troicated this Bill of Ladig, owners of the Goods and person entitled to the possession of the Goods shall be and reman lizble, jointly and severally for any loss or disange to the cargo until units bloading or discharge. howsoever occurring, until the cargo until is returned allowed for such loading or discharge, and the cargo until the cargo until setting allowed for such loading or discharge, and the same of expense incumed by Carrier as a result of the faiture to return the cargo until to the Carrier in the same sound condition and stee of cleanables as wher received by shipper. Such loss, darmage expense or delay shall constitute a lane on the Goods.
- Where a cargo unit is to be unpacked or unloaded by consigneo agent, consignee or its agent shall prompily unpock of unload such unit and take delivery of lat contents, irrespective of whether the G are demaged of not Corner shall not be habits los isos to damage cat to the Goods by or during such unpacking or unloaching
- to the Goods by or during such unpacking or unioaching 21. When containers, vans, trainers, transproteite tranks, flats, palletizad units, and all after packages (all hereintainer referred to generically adults), and all after packages (all hereintainer referred to generically assisted be deemed shipped as "Shipper's sweight, load and count." Confirer has no reasonable means of checking the quentry, weight, load and count. To confirer has no reasonable means of checking the quentry, seed to condition or existence of exchiperations of checking the packages of the confirmation of exchiperation of exchiperations of exchiperation of such contents. Carrier shall have no securing andior misdescription of sucin contents. Carrier shall have no securing andior showing of contents of nucle chardo units, or to loss or diamage caused showing of contents of nucle chardo units, or to loss or diamage caused adequacy of such cargo units property to contain their concents.
- adequevy of such cargo units properly to conian their concents.

 The Mercharri whether principal or agent, by packing or izading the cargo unit ancher by allowing the cargo unit to be so packed or loaded, described, macked and safely packed ir their respective cargo units, that such cargo units are prinystedly existable, sound and structurarly adequate property to contain and support the Goods during handling and omb transport and that the cargo units may be handled in the ardiumy course transport and that the cargo units may be handled in the ardiumy course transport and that the cargo units may be handled in the ardiumy course veryance or to their other cargo, of properts of persond lighthal air particulars with regards to the cargo of properts or persond by the separation of the terms of the cargo in the service of contents and the weight of eschassic cargo unit, are in all respects connect, and 6 that they have excitated and they disclosed in writing to the Correr and all panicipatives of the cargo in the cargo of the cargo o
- tion of shoment of all such Goods.

 The shippers, consignes, receiver, holder of this Bill of Ladina, owner of the Goods and person entitled to the possession of the Goods jointly and severally jagree fully to proteid and indennity. Carrier and to hold it harmless in respect to any injury or deth of any person, or loss or damage to cargo or cargo unit of any other property or to the vessel of considerations of the cargo unit of any other property or to the vessel of considerations of the cargo unit of any other property or the vessel of considerations or any other property, or to the vessel or conveyance or express or line cargo unit of or in any way connected with breach of any of the foregoing representations or warranties howsover occurring even without fault of shipper connecting enhancement of the Goods and even though such possels of the Goods and even though such property and the cargo of the Goods and even though such property and the cargo of the Goods and even though such that the Carrier or in Insanbuchheas.
- Carrier or unsaworthiness

 22. The Marchant and the Goods thamselves shall be liable for all shall indeeming the Carrier, and the Carrier shall have a lien on the Goods for indeeming the Carrier, and the Carrier shall have a lien on the Goods for the Carrier shall have a lien on the Goods for the Carrier shall appear to the Marchant for demurrage on containers and any payment, expense, the Carrier, vessel or conveyance must appear to the Carrier, vessel or conveyance requirement of and guerement or governmental authority or person purporting to act under the authority thereof, seture under logal process of addressing electrolistic shall be containers and the Carrier, vessel or conveyance and the Carrier shall be containers and the Carrier shall be containers and the Carrier shall be contained as a carrier shall be contained as the Carrier shall be contained as the Carrier shall be contained as the Carrier shall be submitted to the Carrier shall be carrier shall be submitted as a port or place or any act or omission of the Merchani. The Carrier's lens hall survive delivery and may be enforced by provate or public sais and without netice.

 2.1 Freinth Shall be provable at Carrier's notion on a creat great settings.
- or any act or omission of the Merchani. The Carrier's lient shall survive delivery and may be enforced by private or public sais and without netice.

 23. Freight shall be poyable, at Carrier's opion, on actual grass intate weight or measurement or on actual grass into the eight of measurement or on actual grass discharge as weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by this shiper herin. But the Carrier may, as previously stated herein, all any time open the pockages or containers and stamine, weight, measure and value the Goods funders or containers and stamine, weight, measure and value the Goods funders and be about the containers of the containers and additional freight payable the Merchant and the Goods hall be habited for any experse incurred for examining, weighting measuring and valuing the Goods. Full freight hereunder to place of delivery named herein health of the containers of the contai
- Goods at the place of delivery.

 The Merchant shall be jointly and severally flable to the Carrier for the payment of all flaight charges and the amount due to the Carrier, and for provisions of this Bill of Lading, and they shall indemnify the Carrier against, and held it hardess trons, all lability, isso, damage and expense which the Carrier may sustain or incur arisinf or resulting iron any such tailors of performance by the Merchant any person firm or corparation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant of all purpasses and any payment of freight of such person, lim of corperations that in the person. Sinn of comporation to pay any part of the religible for Carrier shall be considered a delautil by the Marchant in the paynert of the treight.

- public or private sale and without relicia. The shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled the possession of the Goods and severatly liable to it Carrier for the payment of all freight charges and damages as alores and for the performance of the adbigations of each of them hereunder.
- 24. Carrier shail not be hable for any consequential or special damages and shall have the option of replacing lost Goods or repairing danagef
- 25. The weight or quantity of any bulk cargo irrected in this Bill of Lading is the weight or quently as ascertained by a third party other than the harved. This Bill of Lading shill not be described evidence against the Carrier of receipt of goods of the weight or quently so inserted in the Bill of Lading.
- 26. Neither the Carrier nor any corporation owned by, subsidiary to or associated or airlitated with the Carrier shall be liable te answer for or make good any loss or damage to the goods accurring all arty time and even though before loading on or after dischange from the ship, by reasem or by means of any fire whatscever, unless such fire shall be caused by its design or neglect, or by its actual tauto reprintly in any case where this exemption is not pentitled by taw. Carrier shall not be fable to loss or damage by fire unless shown to tave been caused by Carrier's negligence.
- 27. If the vessel comes into callision with another vessel as a result of the fault or negligence of the other vessel and any act, neglect or default or hot Carrier, Master, mariner pitol or the servants of the Carrier in Master, mariner pitol or the servants of the Carrier in Master, and the Carrier in Master and the Carrier in Master and the Carrier and the Carr
- The foregoing provisions shall also apply where the owners, opera-tors or those in charge of any vessel or vesses or abjects other than, or in addition to the calking vessels orodjects are at laut in respect of a coi-fision, contabl, stranding or ther acciden.
- This provision is to remain in effect in other jurisdiction lorceable in the Courts of the United States of America.
- 28. General average shall be adjusted, stated and settled according to York. Antwerp Rules 1974, except. Rule XII thereol., all such port or place as may be sekted by the Carrier and as io matters not provided fol by inheres Rules according te the laws and usages of New York.
- as may be selected by the Carrier and as io matters not provided for by insere fluids according to the team and usages of New York.

 In such adjustment, disbursements in foreign currencies shall be exchanged into United States ameng at the rats prevailing on the dates mede and allowances for damage to cargo claimen in foreign currenty as the carrier of the respective states of the state providing on the last day of dischange all the shall be converted as the relative states of the state of the
- the purposa of effecting repair to the vessel in the avent of accident, desper or disaster, before or after commencement of the veryage resulting from any causes what cover whether the due to negligence or not for which or for the consequence of which the Carriers is not responsible by statute contract or otherwise, the Goods the Ripper, consigner, receiver, Indied or this Bill oil Lading, owner of the Goods and person entitled to the possession of the Goods, pointly and manner of any activities, losses or expenses of a General Average and ament of any activities, losses or expenses of a General Average and the country that may be made ur incurred as a shall pay salvage and special charges the current of the goods, it is activity this to some of operation of the goods, and the contract of the Goods, it is activity this to some of operation of the goods of the Goods, it is activity this possession of the Goods of th
- all codes, stables, lews or regulations which might otherwise apply.

 28. In case of any lose or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lends money of the United through the control of \$500 lends money of the United hipping unit the value of the Goods shall be deemed to be \$500 per package or per shipping unit to call the control of the Goods shall be deemed to be \$500 per package or per shipping unit or and valuation hither than \$500 per package or per shipping unit of and valuation hither than \$500 per package or per shipping unit all have been declared by the shipper before shipment and insert in this like of the Goods per package or per shipping unit shall acced such said valued of the Goods per package or per shipping unit shall acced such value and the Carder's shability if any shall not exceed the declared value and any partial loss or damage shall be adjusted pro rate on the basic can declared value. The words althing the shall mean each physical acts declared value and way descripction whatsoewer, except goods shipped in Liulia, and irrespective of the wight or measurement unit employed is calculating treight charges.
- Where containers vans trailers, transportable lanks, flats, palietized units and other such packages are not packed by the Carrier, each indi-other such package including ji each instance its content shall be deemed a single package and Carier's hability, limited to \$500 with respect to each such package.
- 30. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delay thereof under this Bill of Lading or if the loss or damage be not apparent within three connective days after delivery at the port of discharge, such discharge to the control of discharge, such Goods or packages as described in this Bill of Leding.
- 31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage. The Carrier and the vessel shall be discharged from all hability in respect of loss, damage misdelivery dalay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or package or the dalle whatsoever with respect to the Goods or package or the dalle with the Goods or package should have been delivered. Suit shall not be Gerried brought unless principled to the Carrier and/or the vessel by service of process or by an agreement to agrees.
- appear.

 J. Cold silver specie bullion or other valuables including those nemels or described in Sec. 421 of the Neviced Statutes of the United States will not be received by the Carrier uniess their time character and value are disclosed ti the Carrier and a special wanten agreement therefor has been made in advance and will not, in any case be loaded or landed by been made in advance and will not, in any case be loaded or landed by send to the Carrier until brought a board the ship by the shipper and put in the actual possession or and a switten recept therefol is given by the Master or other officer in change, Such valuables will only be delivered by andersed and upon such delivery on board the Carrier's responsely sand case if delivery is not so taken promply after the ship as mirral at the port of discharge the goods may be related aboard or landed or carried on solely at the risk and expine od the goods.
- 34. Nothing in thid Bill of Lading shall operate to deprive the Carrier of any stalutory protection or exemption from, or limitation of, hability contained in the laws of the United States or in the laws of any other country which may be applicable. This Bill of Lading shall be construd according to the laws os the United States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States the The tends of this Bill of Lading shall be separable and if any part or the tends of this Bill of Lading shall be separable and if any part or the hereof shall be held invalid such holding shall not affect the validity or enforceability of any other part or ten hereof.