

NON-NEGOTIABLE

Shipper ISCA UK LTD CWMFELINFACH, YNYSDDU NEWPORT NP11 7HZ UNITED KINGDOM		Shipper's Ref. 3971/ 50314		Sea Waybill No. S2501210132	
Consignee (not "To Order") E L ERMAN COSMETIC MANUFACTURING LTD 3 HAPLADA ST ASHDOD 12189 ISRAEL		 SEA WAYBILL NON-NEGOTIABLE PELORUS SHIPPING LINE LTD. No.2, G/Fl., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong			
		For Delivery, please apply to ORIAN SH.M. LTD. 27 HAAMAAYAN STREET MODI ' IN 7178639 ISRAEL			
Notify Party (no claim shall attach for failure to notify)		Country of Origin		No. of Original Bills of Lading 0 / ZERO	
Pre-Carriage by		Vessel & Voyage MSC LORETTA / V77E		Port of Transshipment (if applicable) Transshipment Vessel (if applicable)	
Place of Receipt (for Comb. Transport only) LONDON GATEWAY PORT / DOOR		Port of Loading FELIXSTOWE		Port of Discharge ASHDOD Place of Delivery (for Comb. Transport only) ASHDOD / CFS	
Marks & Numbers		Number of Packages		Description of goods	
LCL/LCL SAID TO CONTAIN: AS ADDRESSED 3971/ 50314		4 PLT(S)		ISAGUARD HS CODE: 382499	
				4266.000 KG 5.520 M3	
TOTAL: FOUR PALLET ONLY				//FREIGHT COLLECT// 4266.000 KG 5.520 M3	
Total No. of Packages 4 PLT(S)		Movement Type DOOR/CFS		Temperature Control Instructions	
Freight Payable At DESTINATION				Bill of Lading Type	
Freight Details, Charges, etc.				Excess Value Declaration: Refer to Clause 15.3(b) on reverse side	
				Special Clauses	
				<small>Received by the Carrier from the Shipper, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total number of quantity of Containers or other packages or units indicated in the box entitled "Number of Packages" for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Shipper's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 9) and the carrying vessel (see clause 10). In accepting this sea waybill, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reverse side hereof, as fully as if they were all signed by the Merchant. Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the consignee or his authorised representatives. This sea waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the port of discharge or place of delivery, as appropriate, without the need to produce or surrender a copy of this sea waybill. The Carrier accepts a duty of reasonable care to check that any such proof of identity and authorisation is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods, such delivery discharging the Carrier's delivery obligations.</small>	
Shipped On Board The Vessel		Place and Date of issue		BURTON,	
At Felixstowe		On (date)		Signed on behalf of the Carrier: PELORUS SHIPPING LINE LTD No.2, G/Fl., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong	
As Agents for Carrier:		PELORUS SHIPPING LINE LTD No.2, G/Fl., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong		By: Hellmann Worldwide Logistics LTD	
				As Agents	

Pelorus Shipping Line Ltd., No. 2, G/F, Block A, Tonic Industrial Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Long

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Carriage means any operations or services (including all related documentary, customs and information technology processes used or produced) undertaken by or on behalf of the Carrier in respect of the Goods;

Sub-Contractor means Pelorus Shipping Line Limited whose registered office is at No.2, G/F, Block A, Tonic Industrial Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong, on whose behalf this bill of lading has been signed;

Carrier Group means the Carrier and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier, or a subsidiary of any such holding company or the ultimate holding company of the Carrier (and the Carrier and the Company and its subsidiaries shall have the meanings given to them by the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)).

Carrier's Agents includes the company within the Carrier Group or the independent agent of the Carrier which arranged the Carriage and/or issued this bill of lading and the company within Carrier Group or the independent agent of the Carrier in the country where the Goods are discharged and/or delivered;

Charges includes freight, demurrage, detention costs and all other expenses and monetary obligations, including duties, taxes and dues, incurred by the Carrier and payable by the Merchant;

COGSA means the U.S. Carriage of Goods by Sea Act of the United States of America 1936;

Combined Transport arises if the Carrier has indicated a place of receipt and/or a place of delivery that is not a port on the face hereof in the relevant spaces;

Compulsory Legislation means an international convention or national law which applies compulsively to any element of the Carriage and which cannot be departed from, including COGSA in the case of US Carriage; **Consolidation** includes stuffing, packing, loading or securing of Goods on or within Containers (and **Consolidate** and **Consolidated** shall be construed accordingly);

Container includes any container (including open top containers), trailer, transportation tank, platform, lift van, flat rack, flat rack, cradle, pallet, sled or any similar article of transport used to Consolidate goods and any ancillary equipment;

Goods means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by the Carrier (but excludes any Container supplied by the Carrier);

Hague Rules means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924;

Hague-Visby Rules means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968 (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules);

Merchant includes the Shipper, the Consignee, the receiver of the Goods and the Person entitled to receive the Goods, the holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned parties, including agents, servants and Sub-Contractors;

Non-US Carriage means any Carriage which is not US Carriage;

Package where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container are each deemed a Package;

Person includes an individual, corporation or other legal entity;

Pomerene Act also known as the United States Federal Bill of Lading Act 1916, 49 U.S.C. §8801-01 801-16 or any amendments thereof;

Port to Port Transport arises if it is not Combined Transport;

Shipper means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading;

SOLAS means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

SOLAS Guidelines means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

Sub-Contractor includes owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, customs brokers, warehousemen and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and including their direct and indirect sub-contractors, servants and agents;

US Carriage means Carriage to, from or through any port of the United States of America;

Vessel means any watercraft used in the Carriage and includes any inland waterway, including feeder vessels, ocean vessels and inland water vessels and whether named in the bill of lading or substituted vessels; and

Waterborne Carriage means the carriage of Goods by sea or inland waterways.

1.2 Interpretation

(a) Any words following the word including shall be interpreted without limitation to the generality of the preceding word;

(b) All Persons defined as Merchant shall be jointly and severally liable to the Carrier for the fulfilment of the Merchant's obligations;

2. SUPPLY OF CONTAINERS

2.1 Where the Carrier is not intended to provide a Container, unless otherwise agreed by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality;

2.2 This bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant;

2.3 The Merchant shall inspect each Container before it is stuffed, packed, filled or loaded, and the use of a Container shall be prima facie evidence of that Container being sound and suitable for use;

2.4 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until proper redelivery to the Carrier at the time and place prescribed by the Carrier;

3. CONSOLIDATION AND STUFFING OF THE CONTAINERS

3.1 Goods may be Consolidated by the Carrier or on or Containers and Goods may be Consolidated with cargo owned by other Persons;

3.2 If a Container has been Consolidated by the Merchant the Carrier shall not be liable for loss of or damage to the Goods;

(a) caused by the manner in which the Container has been stuffed;

(b) caused by the unsuitability of the Goods for carriage in the Container actually used;

(c) caused by the unsuitability or defective condition of the Container actually used, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph 3.2(c) shall apply only if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; or

(d) if the Container is not sealed at the commencement of the Carriage, except where the Carrier has agreed to seal the Container;

4. SOLAS VERIFIED GROSS MASS REQUIREMENTS

4.1 The Merchant shall provide the Carrier with the verified gross mass, which shall be established using calibrated and certified equipment, for each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and any other requirements set by the Carrier. The Merchant acknowledges and agrees that the Carrier will rely on the accuracy and timeliness of such verified gross mass and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS;

4.2 In the event that the Merchant does not comply with its obligations under Clause 4.1, or where the Carrier reasonably believes that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete, the Carrier may, at its absolute discretion and at the Merchant's cost, establish the verified gross mass of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this bill of lading;

4.3 The Carrier shall not have any liability

(a) in the event that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete; or

(b) resulting from any delay from establishing the verified gross mass in accordance with Clause 4.2 and the Merchant shall indemnify the Carrier from and against any and all liabilities resulting from the same.

5. MERCHANT'S RESPONSIBILITIES AND WARRANTIES

5.1 The Merchant warrants that:

(a) in agreeing to this bill of lading it is, or is agent of and has the authority of, the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading;

(b) the description and particulars of the Goods and Container(s) set out on the face hereof including the verified gross mass, weight, content, measure, quantity, quality condition, marks, numbers and value have been checked by the Merchant and are correct;

(c) the Goods are packed and loaded within the Container in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable;

(d) the Goods contain no stolen goods, contraband or other illegal material or substances or any goods which violate any international or other controls, laws, regulations or requirements;

(e) neither the Goods nor any party with any interest in the Goods (whether as Shipper, Consignee or otherwise) are subject to any import or export prohibition, sanction or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority;

(f) the Goods can be received, held, carried and delivered, and all associated payments made and received, in each case without infringing any sanction or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority, whether by reason of the nature of the Goods or the involvement of any party;

5.2 The Merchant shall comply with all applicable laws, regulations and requirements (including any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods;

5.3 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage of property (including Containers) of the Carrier or any Person (other than the Merchant) or Vessel caused by the Goods or the Merchant.

6. THE GOODS

6.1 Dangerous Goods

(a) No Goods which are or may become dangerous (whether or not listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property (including whatsoever shall be tendered to the Carrier for Carriage without:

(i) the Carrier's express consent in writing;

(ii) all information necessary for the Carrier to perform its obligation in connection with the Goods in accordance with applicable laws, regulations or requirements (or any combination of the foregoing), including information about the characteristics of the Goods, the appropriate manner and method of storage, handling and transportation of the Goods; and

(iii) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being clearly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements;

(b) If any such Goods are delivered to the Carrier in breach of Clause 6.1(a), if, at any time in the opinion of the Carrier, the Goods are, or are liable to become, of a dangerous, inflammable and/or damaging nature, or a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without prejudice to the Merchant and without prejudice to the Carrier's rights to the Charges, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage;

6.2 Temperature controlled cargo

(a) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant) of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Container Consolidated by the Merchant, further undertakes

that the Container has been properly pre-cooled and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

(b) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown or stoppage of the temperature controlling machinery plant, insulation or any apparatus of whatsoever nature, provided that such apparatus was in good order and ready for use at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

6.3 Inspection of Goods

The Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents.

7. CARRYING AT THE MERCHANT'S PREMISES

7.1 When collection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:

(a) the Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading at such premises, and this shall be the responsibility of the Merchant at its own risk and expense; and

(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to Persons.

8. ISSUING OF BILLS AND WAYBILLS

8.1 If any bill of lading shall be non-negotiable unless made up to "order";

8.2 This bill of lading shall be prima facie evidence only of the Carrier taking the Goods described in the bill of lading under the contract, provided that, and only to the extent the Carrier had, reasonable means of checking the Goods.

9. STOWAGE OF THE CONTAINERS

9.1 Goods of any description (whether containerised or not) may be stowed on or under deck without notice to the Merchant, unless on the front of this bill of lading it is specifically stipulated that the Containers or Goods will be carried under deck, and any deck stowage shall not be a deviation of whatsoever nature or degree. If carried under deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such on deck carriage. Subject to Clause 9.2, such Goods whether carried on deck or under deck shall participate in the General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of any Compulsory Legislation;

9.2 Goods which are stated on the front of this bill of lading to be carried on deck and which are actually carried on deck (and livestock, 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 or inland waterways, whether caused by whatsoever cause of negligence or otherwise; and the Carrier shall indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

10. METHODS AND ROUTE OF TRANSPORTATION

10.1 The Carrier shall deliver and receive the Goods at any time and without notice to the Merchant:

(a) use any route whatsoever and any means of transport or storage whatsoever;

(b) use any carriages of the Carrier on any Vessel whether named on the front hereof or not;

(c) transfer the Goods from one conveyance to another including transshipping and/or substitute any mode of transport at any time;

(d) if any place unloads and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;

(e) load or unload the Goods from any conveyance at any place (whether or not named on the front hereof);

(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier authority to give orders or directions;

10.2 For Waterborne Carriage, the Carrier may sail with or without pilot, proceed, return to and stay at any port or place whatsoever, once or more and in any order (whether towards or away from the port or place of discharge), proceed at any speed, undergo repair, adjust equipment, dry dock, tow or be towed, assist in the loading or unloading of the Goods, deviate from the purpose of saving life or property or of landing ill or injured persons, and act for fuel at any port(s) or place(s);

10.3 Anything done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

10.4 Hindrances or delay

(a) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods and any of the Merchant or Sub-Contractors becoming insolvent), or if it appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods and/or otherwise arising (whether or not the insurance on the conveyance employed by the Carrier authority to give orders or directions);

(b) the Carrier has commenced the Carriage may without notice to the Merchant, and without treating the performance of the Carriage as terminated and place the Goods at the disposal of the responsibility of the Merchant at any place or port; or

(c) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 10.4(a) above, the Carrier and (as the Merchant's agent) only take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereafter;

In any event the Carrier shall be entitled to all the Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

11. DELIVERY OF GOODS

11.1 The Goods shall be delivered:

(a) as soon as they have (b) been unloaded from the Vessel at the port of discharge (where the port of discharge is the place of delivery), or (c) arrived at the delivery place; or

(d) where the Carrier is required or permitted by law or custom to release the Goods to port or other authorities of that port or delivery place as soon as the Goods have been released or are in the control (whether or not legal) of the port or other authorities, at any location;

at which point the Carriage and the Carrier's responsibility for the Goods ends;

11.2 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder;

11.3 If the Merchant does not take delivery of the Goods or any part thereof at the time and place stated in Clause 11.1, the Carrier shall be entitled, without notice and without prejudice to any other rights that it may have against the Merchant, to remove from a Container the Goods or that part thereof that it Consolidated in or on a Container and to store the Goods or that part thereof afloat, in the open or under cover at the place of its choice and expense; and the Carrier shall be entitled to recover from the Merchant, or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease.

11.4 After the Goods are discharged by the Carrier, if the Merchant fails to take delivery of the Goods during a reasonable time or where the Carrier in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its discretion, without prejudice to any rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, unstuff, sell, destroy or dispose of the Goods at the risk and expense of the Merchant, and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. The aforesaid unstuffing, sale, destruction or disposal of the Goods shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods thereof shall cease.

12. RETURN OF CONTAINERS

12.1 If Containers are supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the Containers empty, with interiors braced and clean, odour free and undamaged to the point or place designated by the Carrier, its servants or agents, within the time prescribed by the Carrier. Should a Container not be returned within the time so prescribed, the Merchant shall be liable for any detention, loss or expenses (as set out in the agreement between the Carrier and the Merchant) for any or where the Container is not returned, loss or expenses payable under this clause will be as charged to the Carrier by the relevant Sub-Contractor) which may arise from such return.

13. CHARGES

13.1 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any relating to free storage time and to Container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request; or, where applicable from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail;

13.2 Charges shall be deemed fully earned upon receipt of the Goods by the Carrier and shall be paid and be non-returnable in any event;

13.3 The Merchant's attention is drawn to the stipulations concerning currency in which the Charges are to be denominated and expressed in the relevant tariff conditions. The Charges in the relevant tariff conditions, if no such stipulation as to devaluation exists or is applicable and if the currency in which the Charges are quoted is devalued or revalued between the date of the Charges agreement and the date when the Charges are paid, then all Charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading, or at the option of the Carrier, in any other currency specified by the Carrier.

13.4 The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-measure and re-value the Goods and if the particulars are found by the Carrier to be incorrect, It is agreed that, without prejudice to the rights of the Carrier under Clause 6.3, the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

13.5 All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

13.6 Despite the acceptance by the Carrier of instructions to collect Charges or other expenses from any other Person in respect of the Carriage under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

13.7 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant.

13.8 The Merchant shall reimburse the Carrier for any costs for detention or delay and any other increase of costs of whatever nature caused by war, warfare operations, epidemics, strikes, government directions or Acts of God.

14. LIEN

14.1 The Carrier shall have a general lien on the Goods and any documents relating thereto, funds held and any other goods in respect of which the Carrier is providing services to the Merchant (Other Goods) and any documents relating thereto for all sums whatsoever due by the Carrier under this bill of lading or otherwise, and for General Average contributions to whomsoever due;

14.2 The Carrier shall also have a general lien against the Merchant on the Goods and any documents relating thereto, funds held and Other Goods and any documents relating thereto for all sums due from the Merchant to the Carrier in respect of the Carriage under any other contract;

14.3 The Carrier may exercise its lien at any time and at any place in its sole discretion, whether the Carriage is completed or not with or without further notice. In any event any lien shall (a) survive the delivery of the Goods and/or the Other Goods and (b) extend to cover the cost of enforcing its lien and recovering any sums due;

14.4 To preserve and satisfy the Carrier's lien, the Carrier shall have the right, at the Merchant's expense, to sell the aforementioned Goods, Other Goods and documents by public auction or private treaty, without notice to the Merchant and without any liability towards the Merchant.

15. CARRIER'S LIABILITY

15.1 US Carriage

(a) For US Carriage this bill of lading shall have effect subject to the provisions of COGSA and to the Pomerene Act regardless of whether said Act would apply of its own force. The provisions of COGSA are incorporated herein and save as otherwise provided herein shall apply the entire time the Goods are in

the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA. Except for Clause 15.2, every other term, condition, limitation, defence and liability whatsoever contained in this bill of lading shall apply to US Carriage;

(b) Where the Merchant requests the Carrier to procure Carriage by an inland carrier in the United States of America, such Carriage shall be procured by the Carrier as agent only to the Merchant and such Carriage shall be subject to the inland carrier's own contractual conditions and tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, its liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 15 hereof;

(c) Neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or customary freight unit. For limitation purposes under COGSA, It is agreed that the meaning of the word "package" shall be any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof;

15.2 Non-US Carriage

(a) In the event of loss of or damage to the Goods, the following provisions shall apply in relation to (i) Port to Port Transport and (ii) Combined Transport, where it is known that the loss of or damage occurred during any element of the Combined Transport which involves Waterborne Carriage, where any Compulsory Legislation applies, the liability of the Carrier however occurring will be determined and limited in accordance with such Compulsory Legislation;

(b) where no Compulsory Legislation applies, the liability of the Carrier however occurring will be determined and limited in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8);

(c) the Carrier shall be under no liability whatsoever for loss or damage to the Goods in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the foregoing, in case and to the extent that any Compulsory Legislation provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by Clause 15.2(b) during such period of constructive compulsory period of responsibility notwithstanding that the loss or damage did not occur at sea;

(d) In relation to all Combined Transport (save for Combined Transport covered in Clause 15.2(a)) the Carrier shall (subject to any Compulsory Legislation) be relieved of any liability whatsoever for any loss of or damage to the Goods and, to the extent that, such loss or damage is caused by:

(i) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier is unable to avoid by the exercise of diligence;

(ii) any cause or event which the Carrier is unable to avoid, and the consequences of which the Carrier is unable to prevent by the exercise of reasonable diligence.

(c) Compensation and Limitation

(A) The Carrier's liability for any loss or damage to the Goods shall be limited to the lesser of:

(i) the FOB/FCIA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or the place and time when they should have been so delivered; and

(ii) if any Compulsory Legislation applies, the amount set out in such Compulsory Legislation; or in all other cases, US\$2 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises;

15.3 Liability applicable to both US Carriage and Non-US Carriage

(a) Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, limitation or exemption of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the full benefit of all the laws, statutes or regulations as if it were the owner of any carrying Vessel.

(b) Ad Valorem

(i) If the value of the Goods has been declared by the Merchant in writing before shipment and inserted on the front face hereof, and extra freight has been paid thereon and the Carrier has consented to such declared value, the amount of the declared value shall be substituted for the liability limits laid down in this bill of lading.

(c) Delay

Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Charges applicable to the relevant stage of the transport.

(d) General liability

(i) Notwithstanding any other provision of this bill of lading but subject to any Compulsory Legislation: the Carrier shall not be liable for any loss of profits, loss of sales, loss of business, loss of goodwill or reputation (in each case whether direct or indirect) or for any indirect or consequential loss; and

(ii) the Carrier's maximum aggregate liability for all events which occur under the bill of lading (other than for loss of or damage to the Goods) shall be limited to an amount equal to the Charges payable to the Carrier under this bill of lading;

(e) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, has been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this bill of lading, or if the loss or damage is not apparent, within three consecutive days thereafter.

(f) Time-bar

(i) Where Compulsory Legislation applies, the time limit for bringing claims will be as prescribed by the applicable legislation;

(ii) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought and written notice thereof is given to the Carrier within nine months after the delivery of the Goods or the date when the Goods should have been delivered;

(g) The duties, limits and exclusion of liability provided for in this bill of lading shall apply in any action against the Carrier to the extent the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise.

(h) Save as set out in this bill of lading the Carrier shall not be liable for loss of or damage to any Goods however arising (whether caused by negligence or otherwise).

15.4 The Carrier shall be liable for all claims and costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature however assumed, incurred or suffered by the Carrier, the Sub-Contractors or any member of the Carrier Group (and their respective employees, servants, agents, insurers or reinsurers) as a result of or in connection with any of the following:

(a) the Carriage of the Goods or the performance of the obligations undertaken by the Merchant under this bill of lading, including the provisions of Clauses 6.1 or 6.2;

(b) the Carrier becoming liable to any other party (including to any authority having legal jurisdiction over the Carriage and/or the Goods) and/or incurring additional costs by reason of the Carrier carrying out the Merchant's