

Shipper
GUANGZHOU XIANRUI TRADE COMPANY LTD.
ROOM 1706, 538N., DEZHENG ROAD NORTH,YUEXIU
DISTRICT, GUANGZHOU, CHINA.

Consignee (if 'To Order' so indicate)
AUSTRALIS MUSIC GROUP
HEAD OFFICE ADDRESS: UNIT A, 23-27 BOURKE ROAD,
ALEXANDRIA NSW 2015
WAREHOUSE ADDRESS: UNIT 11, 92-100 BELMORE RD
RIVERWOOD NSW 2210
PHONE: +612 9698 4444 FAX: +612 9698 4545

Notify party (No claim shall attach for failure to notify)
SAME AS CONSIGNEE

BILL OF LADING

Copy

MGF

LOGISTICS GROUP

SHENZHEN MAXSPEED GLOBAL FORWARDING CO.,LTD

a MGF Logistics Group Company

Bill/Lading Number
SZXS20100426

Received by the Carrier, the Goods as specified below in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.
The particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier.
In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated below, the same being accomplished the other(s), if any to be void, if required by the Carrier. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

Vessel FAN YUN 178 / 484S		Port of Loading WUCHONGKOU ,HUANGPU, CHINA	Excess Value Declaration: Refer to Clause 11(4) + (5) on reverse side
Port of Discharge SYDNEY, AUSTRALIA	Destination (if on-carriage) SYDNEY, AUSTRALIA	Freight Payable at: SYDNEY, AUSTRALIA	No. of Originals 3 (THREE)
Marks and Numbers ASHTON	Number and Kind of packages / Description of Goods 1 x 20GP CONTAINER STC 119 Carton(s) GUITARS PO: FDO6011		Gross Weight Kgs. 1869.5 KG Measurement M ³ 24.86 M3
Container CSNU1477235	Seals CM500691	Type 20GP	weight 1869.5 KG
		Volume 24.86 M3	Packages Mode 119 CTN CY/CY*

Consol Ref: C00025275
MBL NO.: COSU6279679180

SHIPPER'S LOAD,COUNT&SEAL

FREIGHT TERMS: FREIGHT COLLECT

SHIPPED ON BOARD 29-Oct-20

Bill of Lading must be surrendered to:
TCF INTERNATIONAL PTY LTD
UNIT 5 18-28 SIR JOSEPH BANKS DRIVE
KURNELL NSW 2231
AUSTRALIA
Phone: +61 2 8336 9000 Fax: +61 2 8336 9098

Place and Date of issue
SHENZHEN, CHINA 29-Oct-20

AS CARRIER

Place of Receipt
HUANGPU, CHINA

Place of Delivery
SYDNEY, AUSTRALIA

Freight Details, Charges, etc.

Total No. of Packages (in words)
ONE CONTAINER(S)

LAW AND JURISDICTION CLAUSE
The Contract evidenced by or contained in this Bill of Lading shall be governed by the law in China and any claim or dispute arising hereunder or in connection herewith shall (without prejudice to the Carrier's rights to commence proceedings in any other jurisdiction) be subject to the jurisdiction of the Courts of China.

Note:
The Merchant's attention is called to the fact that according to Clauses 10, 11 and 12 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in the respect of loss of or damage to the goods and delay.

HBol-ITC

**BILL OF LADING
FOR PORT TO PORT SHIPMENT OR FOR COMBINED TRANSPORT
DEFINITIONS**

"Merchant" means and includes the Shipper, the Consignor, the Holder of this Bill of Lading, the Receiver and the Endorsee of the Goods.

"Carrier" means the issuer of this Bill of Lading as named on the face of it.

"Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

"Hamburg Rules" means the provisions of the United Nations Convention on the Carriage of Goods by Sea 1978.

"COGSA 1991" means the Carriage of Goods by Sea Act 1991 of Australia dated 1st November 1991.

"COGSA 1971/92" means the Carriage of Goods by Sea Act of the United Kingdom dated 8th April 1971 and also includes the provisions of the Act dated 16th July 1992.

"COGSA 1936" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"COGWA 1993" means the Carriage of Goods by Water Act of Canada dated May 6th 1993.

"SDRS" means Special Drawing Rights as defined by the International Monetary Fund.

"Container" includes any type of Container, Trailer, Flat or Unit Load Device.

*Person" includes an individual, a firm and a body corporate.

CONDITIONS

1. APPLICABILITY

The provisions set out and referred to in this document shall apply if the transport as described on the face of the Bill of Lading is Port to Port or Combined Transport.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. 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 case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is the agent of and holds the authority of the person owning or controlling the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading is issued unless made "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been notated or transferred for valuable consideration to a third party acting in good faith.

5. ISSUANCE OF THIS BILL OF LADING

By issuance of this Bill of Lading the Carrier assumes liability as set out in these Conditions and

(1) For Port to Port or Combined Transport, undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the Goods are taken in charge to the place designated for delivery in this Bill of Lading.

(2) For the purposes and subject to the provisions of this Bill of Lading, the Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the Contract evidenced by this Bill of Lading, but see clause 26 below.

(3) When issued on a Port to Port Basis, the responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods and the subsequent discharge of the Goods from the part of the Carriage even though charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods and the Carrier shall not be liable for any loss or damage of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contract with others on any terms whatsoever including terms less favourable than the terms in this Bill of Lading.

6. DANGEROUS GOODS INDEMNITY

(1) The Merchant shall comply with the rules which are mandatory according to the National Law or by reason of International Convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before Goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken.

(2) If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and, if, at the time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising from their being taken in charge, or their carriage, or of any services incidental thereto.

(3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vessel, vehicle or cargo, they may in like manner be unloaded at any place and destroyed or rendered harmless without the Carrier, without liability on the part of the Carrier, except General Average, if any.

7. DESCRIPTION OF GOODS AND MERCHANT'S PACKING

(1) The Merchant shall be deemed to have warranted to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by him, and the Merchant shall defend, indemnify and hold harmless the Carrier against all loss, damage and expenses arising from or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such obligation from the Merchant shall in no way limit his responsibility and liability under this Bill of Lading to any person other than the Merchant.

(2) Without prejudice to Clause 8 (A) (2) (c), the Merchant shall be liable for any loss or damage or injury caused by faulty or insufficient packing of Goods or by faulty loading or packing within containers and trailers and on flats when such loading or packing has been performed by the Merchant or on behalf of the Merchant by a person other than the Carrier, or by defect or unsuitability of the containers, trailers or flats, when supplied by the Merchant, and shall defend, indemnify and hold harmless the Carrier against any additional expenses so caused.

(3) It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(4) (a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set and checked before loading the Goods by the Carrier. If the said requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods by such non-compliance.

(b) The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant installed on any apparatus of the Containers, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

8. EXTENT OF LIABILITY

A. (1) The Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes his Goods into his charge and the time of delivery.

(2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by

(a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;

(b) insufficiency or defective condition of the packaging or marks and/or numbers;

(c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;

(d) inherent vice of the Goods;

(e) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier could not avoid by the exercise of reasonable diligence;

(f) a nuclear incident or of the operation of a nuclear installation or a person acting in his name in respect of this damage under an applicable International Convention or National Law governing liability in respect of nuclear energy;

(g) any cause or event which the Carrier could not avoid and the consequences thereof he could not prevent by the exercise of reasonable diligence;

(3) The burden of proving that the loss or damage was due to one or more of the above causes or events shall rest upon the Carrier. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes and events specified in (b) to (f) above, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

When in accordance with Clause 8 A.(1) the Carrier is liable to pay compensation in respect of loss or damage and the stage of transport where loss or damage occurred is known, the liability of the Carrier in respect of such loss or damage shall be:-

(1) determined by the provisions contained in any International Convention or National Law, which provisions;

(a) cannot be departed from by private contract, to the detriment of the claimant, and

(b) would have applied if the claimant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage

occurred and received as evidence thereof any particular document which must be issued in order to make such International Convention or National Law applicable.

(2) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligation under the contracts and tariffs.

9. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of this Bill of Lading shall Govern the responsibility of the Carrier in connection with the stuffing of the supply of a Container by the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant.

(4) The Carrier shall not be liable for loss or damage to the Goods

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

(ii) caused by the unsuitability of the Goods for carriage in Containers;

(iii) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent on reasonable inspection by the Merchant at or prior to the time when the Carrier was stuffed;

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(5) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A) (iii) (a).

(6) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

10. PARAMOUNT CLAUSE

(1) This Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules, or the Hague-Visby Rules compulsorily applicable (such as COGSA 1991 or COGSA 1993) to the carriage of Goods by sea. If the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA 1936 if this Bill of Lading is subject to U.S. law) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. The Hague Rules or Hague-Visby Rules applicable legislation shall apply to all Goods whether carried on deck or under deck. If and to extent that provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to the carriage of the Goods, the provisions of the Harter Act shall not apply to loading on or after discharge. From the vessel, the Carrier's responsibility shall instead be governed by the provisions of Clause 8, but if such provisions are found to invalid such responsibility shall be subject to COGSA 1936.

(2) The Carrier shall be entitled (and nothing in this Bill of Lading shall operate to limit or deprive such entitlement) to the full benefit of, and rights to, all limitations of or exemptions from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America.

(3) Save where the Hague or Hague-Visby Rules apply by reason of (1) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or place of issue of the Bill of Lading or elsewhere making the Hamburg Rules compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee.

11. LIMITATION AMOUNT

(1) When the Carrier is liable for compensation in respect of loss or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Consignee in accordance with the contract or otherwise provided in this Bill of Lading. However, if the Goods have been so damaged or destroyed as to be of no value, the value of the Goods shall be the current market price, or, if there be no commodity exchange price or current market price, by reference to the original value of the Goods at the place and time they were taken in charge.

(2) The value of the Goods shall be fixed according to the current commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the original value of the Goods at the place and time they were taken in charge.

(3) Except where otherwise provided in this Bill of Lading, compensation shall not exceed 2 SDR's per kilo of the gross weight, or 666.67 SDR's per package or unit, of Goods lost or damaged, whichever shall be the greater. SDR's shall be calculated according to the date of payment as agreed in writing between the Carrier and the Consignee. The Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to the claim.

(4) Where the Hague Rules, Hague-Visby Rules or COGSA 1991 or COGSA 1936 or any other Rules or Act or any legislation making these Rules compulsorily applicable to this Bill of Lading, the limitation amount according to COGSA 1971/92 and COGSA 1991 and COGWA 1993 is a sum of 2 SDR's per kilo of the gross weight, or 666.67 SDR's per package or shipping unit, of the Goods lost or damaged, whichever shall be the greater, and according to COGSA 1936 is US\$500 per package or shipping unit, of the Goods lost or damaged and according to Hamburg Rules is a sum of 2.50 SDR's per kilo of the gross weight, or 835 SDR's per package or shipping unit, of the Goods lost or damaged, whichever shall be the greater. If no other limitation amount is applicable under the relevant compulsory legislation, the limitation shall be according to the provisions of this Clause.

(5) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(6) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(7) The Carrier's liability, if any, may be increased to a higher value by the Shipper making a declaration, in writing, of the Goods valuation on delivery to the Carrier of the Goods for shipment, such valuation to be inserted on the front of this Bill of Lading in the space provided, and extra freight paid if required by the Carrier. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(8) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

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(12) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

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(16) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

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(18) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

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(20) Where a Container is used to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any International Convention or National Law relating to the Carriage of Goods by Sea or Water. Except as aforesaid the Container shall be considered the package, or shipping unit. The words 'shipping unit' shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description, whether or not they are shipped in bulk, and irrespective of their weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such convention or law which may be applicable and in no event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

(21) The Carrier's liability, if any, may be increased to a higher value by the Shipper making a declaration, in writing, of the Goods valuation on delivery to the Carrier of the Goods for shipment, such valuation to be inserted on the front of this Bill of Lading in the space provided, and extra freight paid if required by the Carrier. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

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