# BILL OF LADING

**BOOKING:** 

FREIGHT PAYABLEAT

Destination

Page 1 of 1

SHIPPER / EXPORTER

QUAKER CHEMICAL IND. E COMÉRCIO LTDA A QUAKER HOUGHTON COMPANY RUA ALPONT 394 -CAPUAVA MAUA-SP CEP:09380-115 FONE:+55 (11)4512-8200 CNPJ:00.999.042/0007-73

# **CONSIGNED TO ORDER OF**

HOUGHTON SHANGHAI SPECIALTY INDUSTRIAL FLUIDS C.O., LTD. Nr 188 Jiangtian Rd, Songjiang Industry Park USCI Code:91310000607402057Y Shanghai, China -Tel:86 21 67742575-Mr. Ku Ai Loong -Email:susan. ruan@quakerhoughton.com

## **NOTIFY ADDRESS**

SHANGHAI

HOUGHTON SHANGHAI SPECIALTY INDUSTRIAL FLUIDS C.O., LTD. Nr 188 Jiangtian Rd, Songjiang Industry Park USCI Code:91310000607402057Y Shanghai, China -Tel:86 21 67742575-Mr. Ku Ai Loong -Email:susan.

ruan@quakerhoughton.com

FCA COMERCIO EXTERIOR E LOGISTICA LTDA.

CARRYING YOUR CARGO AROUND THE WORLD

H/BL: E04680221

R QUINZE DE NOVEMBRO, 46/48 - ANDAR 1 SALA 01 - CENTRO SANTOS - SP - BRASIL - CEP: 11010150 Phone: +55 13 3797-7850 - Fax: +55

PLACE OF RECEIPT

OCEAN VESSEL	VG	PORT OF LOADING
EVER LEADING	1415-	SANTOS
PORT OF DISCHARGE		PORT OF DELIVERY

NUMBER / MARKS AND NUMBERS **DESCRIPTION OF GOODS** 

PACKAGES 01 CONTAINER 20', CONTAINING: 20 DRY:YMLU3518018 SEAL:054301 13

TARE:2300Kg 13 WOODEN PALLETS TREATED AND CERTIFIED, WITH:

> 8.550,00 KGS - CORALUBE 4000 CPL Tariff Code: 3824.99.41

Lubricant oil.

Non hazardous material

CLEAN ON BOARD - FREIGHT COLLECT

DU-E 21BR000214376-1

RUC 1BR00999042200000000000000000141163

Chave de acesso: 21MBM048016295 P.O. 21.1753.001E - N/REF.: EMSP-21/2.017

NCM: 3824.99.41

NET WEIGHT: 8.550,00 KGS **BL EXPRESS RELEASE** 

# **EXPRESS RELEASE**

G.W.:

**GROSS WEIGHT/MEASUREMENTS** 

NUMBER OF ORIGINAL B/L

EXPRESS RELEASE

N.W.: 0,000 KGS

9.612,000 KGS

CBM.: 18,720 M3

# FOR DELIVERY PLEASE APPLY TO

WINDTHINKER SOLUTION (SHANGHAI)CO.,LTD.-ROOM A18,BUILDING 2,NO.619 LONGCHANG ROAD,SHANGHAI,200090,CHINA TEL:8621 65056693-FAX:8621 65056693 EXT.805-USCI+91310109063758433P

Received by the Carrier from the Shipper in apparent good order and condition unless otherwise indicated herein, the Goods, or the Container(s), or package(s) said to contain the cargo herein mentioned, to be carried subject to all the terms and conditions appearing on the face and back of this Bill of Lading by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, from the Place of Receipt or the Port of Loading to the Port of Discharge or the Place of Delivery shown herein and there to be delivered unto order or assigns

This Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order. In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof and of the Carrier?s applicable tariff, whether written, typed, stamped or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, agrees that all agreements or freight engagement for and in connection with the Carriage of the Goods are superseded by this Bill of Lading. Particulars furnished by Merchant. All descriptions contained herein considered unknown to the

Merchant's Declared Value ....(see Clause 7.3):

The Merchant's attention is called to the fact that according to Clauses 18 & 23 of this Bill of Lading, the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the Goods. In witness whereof, the undersigned has signed the number of Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished, the others to stand void.

An enlarged copy of back clauses is available from the Carrier upon request.

The goods ans instructions are accepted and dealt with subject to the Standard

**FREIGHT AND CHARGES** Currency **Prepaid** Collect OCEAN FREIGHT 0,00 USD

PLACE AND DATE OF ISSUE

SANTOS, 16/02/2021

FCA COMERCIO EXTERIOR E LOGISTICA L'TDA.

### 1. Applicability & Negotiability

ss the context otherwise requires: réroio Exterior e Logistica Ltda., a company organized under the laws of Brazil and on whose behalf this bill that Fig. in profess the contest or required that the contest of t

It Lading, upger 'includes freight, all expenses, costs, detertion, demurrage and any other money obligations incurred and payable by the trate at and at Collection costs for freight and other amounts due from the Merchant including alterneys' fees and court costs. Includes the control of the control of the cost of

hered.

Port to Port Transport arises where the Carriage called for by this Bill of Lading is not Mullimodal Transport.

Mechani Includes any person who is or at any time has been on becomes the Shipper, the Consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to the possession of or otherwise having any interest in the Goods or the Holder of the Bill of Lading, any person acing or whelled to the possession of or otherwise having any interest in the Goods or the Holder of the Bill of Lading, and yearner acing or wholl of any of the present adversard.

Bill of Lading, and yearner acing or wholl of any of the present adversard.

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Services' means the whole or wan were of the Included Control of the Included Con

viscover acquirect.

and the whole or any part of the loading, packing, stuffing, transporting, carriage, unloading, unpacking, de-stuffing, louising and handling of the Goods, any value added services and any other operations and services of whatsoever kne by or performed by or on behalf of the Carrier in relation to the Goods and related documentary, customs and

nature understaten by or performed by or on behalf of the Carrier in relation to the Goods and related documentary, customs and reformation technology processes. In the 275 project box on the less the heart.

Significant control of the control o

ing. seel" includes the vessel named on the face hereof and any substitute vessel, feeder, lighter or other watercraft used in the ormance of the Carriage, whether owned or chartered or operated or controlled by Carrier or any Sub-Contractor or any other

References to Clauses are to clauses of these Terms and Conditions. Clause headings and sub-headings are for column do not affect the construction of these Terms and Conditions.

#### INTERPRETATION AND GENERAL

Lading are held to be invasid or considerable, of the var exheld to be recognized to the Hopper Rela-SOS, MITO lake or stopped on proceedings of the process of the process of the second and the real and emaining provisions hereof. Unless otherwise specifically agreed in writing between the Merchant and conditions of this Bill of Lading supersides any prior agreements between the Merchant and Contine. In the Contine of the Contine of Lading supersides and Contine. In the Contine of the Contine of the Contine of the Contine of Lading supersides and Contine. In the Contine of Lading supersides and effective robotimating (s) any set, crisisson (whether neighten, trinsic lasers and the Contine of the Contine set of Lading set of the Contine of the Co

deliberate or one way, you are considered and contract the contract that the contrac

#### CARRIER'S TARIFFS

s and conditions of Carrier's applicable tariffs, including without limitation provisions relating to Container demurrage and are incorporated herein. Copies of the applicable tariffs may be obtained from Carrier upon request. In the case of not between this Bill of Lading and the applicable tariffs, the terms of this Bill of Lading shall prevail.

#### SUB-CONTRACTING

3.

4. SUID-CUDIT HACTING

1. Carrier shall be entitled to sub-contract the whole or any part of the duties undertaken by the Carrier in this Bill of Lading in relation to the Goods or Carriago or both, directly or infectly or any terms whatever consistent with any applicable law. All Mechant warms that no claim or demand shall be made against any person undertaking or performing such duties (including Carrier's servants, agents and Sub-Contractors) other than Carrier, which imposes or attempts to impose on any such person or any vessel covered or operated or controlled by any such person, and ligability whateveer in connection with the Goods or the Carriago in this Bill of Lading, whether or not arising out of regigence on the part of such person. If any such claim or demand should 4.3 Without projection to the Merchant's internative placetimes them. In Sub-Contractors or each of them, shall have the beerfel of all Rights and Defences herein provides for the benefit of or otherwise available to Carrier as if the same were expressly made also for such persons benefit. For the foregoing purposes, Carrier contracts for itself and a sogreer of transfer or the sub-contractors shall be deemed to be parties to the contract evidenced by this Bill Clading.

ong, dramage to the Goods is known to have occurred during a period when the Goods were in the custody of Sub-then the Carrier shall have the benefit of any and all Rights and Defences contained in or incorporated by or applicated to the Sub-Contractor's Intiffy or contract(s) with the Carrier (in addition to all Rights and the period of the Carrier shall be contracted to the purpose such Rights and Defences shall be deemed to be them; and copes are obtainable from the Carrier upon request.

## NEGOTIABILITY AND TITLE TO THE GOODS

5.1 This bit of lading is not a neglotible document of lits unless consigned no order\*, to the order of a named person, or to bearer\*. So Request for solvabilities libms upon yet be made by the lasted halder of an original bit of lading at a little meteral time holds for flat set of original bits of lading. The Carrier will only issue substitute bits of lading at its sole discretion and subject to the person making the exequent enrolling the Carrier will only issue substitute bits of lading at its sole discretion and subject to the person making the exequent enrolling the Carrier will only issue they after discarding the control of the carrier of the Codes as described on the face hereoft, unless a contrary indication such a "Rhipper's weight, load and count," original personal contrainer or similar expressions has been made on the face hereoft. However, proof to the contrary shall not be admissible when this Bit of Lading has been regulated or transferred or a third party action is proof bits.

# CARRIER'S LIABILITY

6.1 The Carrier's liability in respect of any loss of or damage to the Goods or delay in the performance of the Services shall be determined and imited in accordance with the provisions of this clause unless:
All 1 in the case of US Carriage, an international convention or national law (including US COGSA) computionly applies (US Computor), tepidation), in which case the liability of the Carrier will be determined and limited in accordance with the provisions of such US Computor, Levisition.

Computed Visignments, in writer user or reason, or use was seen to Scoregology (Segments), in writer user or reason to Scoregology (Segments), and the Score of Non-US Carriary (Segments), and with a seen of Non-US Carriary (Segments), an which came to liability of the Carrier in reason to the element of the Services will be a seen of the Services of the Services will be a seen of the Services of the

La Libitility for Code Libitility and Code of Computery Legislation are hereinfather referred to as Computery Legislation.

8.2.1 Plot to Port Shipment. For carriage which is between the Port of loading and the Port of dicharge only, the Carrier shall have recognized by the contrage of the Code shall file and exaded on board the Vessell and it shall exceed to have any provided for in the Bit of Lading, the Liabilities incurred by Carrier for loss or damage to the Code shall file any exaded on the Code shall for the Code shall file and the Code shall for the Code shall be in accordance with the Codes shall be in accordance.

responsible to empty of the property of the contract of the Carrier of the Carrie

the Vessol: (b) Fire: (c) Petris, dueges and accidents of the sea or other navigable waters: (c) Petris, dueges and accidents of the sea or other navigable waters: (c) Petris, dueges and accidents of biness, niero or people, or senture under legal process, led Arest of restation of pintess, niero or people, or senture under legal process. (e) Arest or settlement of the Merchant: (h) Strikes or lociousts or stoppage or restaint of labour from whatever cause, whether (h) Strikes or lociousts or stoppage or restaint of labour from whatever cause, whether (h) Stankes or lociousts or stoppage or restaint of labour from whatever cause, whether (h) Stankes or lociousts or stoppage or restaint of labour from whatever cause, whether (h) Stankes or lociousts or statement of the proposition of the labour from whatever cause, whether (h) Area of the

(in Internating, closure, several processes of the bit of lading by the Merchant; (q) any other cause or event without the actual fault or privity of the Carrier or which the Carrier could not avoid and the consequences of where it found not prevent by the exercise of assemble diligence.

6.2.5 When the Carrier existables that, in the current parameters of the case, the bors or among could be attributed to one or more of 2.5 When the Carrier could not avoid and the consequence of which the Carrier devices that, in the current makes or the carrier could not according to the consequence of the carrier could not be actually to the carrier could not be actually to the consequence of the carrier could not be actually to the carrier could not actually the could not be actually to the carrier could not avoid and the could not be actually to the carrier could not avoid and the could not be actually to the carrier could not avoid and the could not be actually to the carrier could not avoid and the could not be actually to the carrier could not avoid and the could not be actually to the carrier could not avoid and the could not be actually to the carrier could not avoid and the could not a

# LIMITS OF LIABILITY

7. LIMITS OF LIABILITY

7.1/When he Carrier is lable for compensation in respect of any loss of or damage to the Goods, it is agreed with the Merchant that such compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to the Merchant, or at the dame and time they alread have been endivered. For the purpose of determining the seate of the Coods is the place and time they are delivered to the Coods in presumed to be the Merchant's invince value of the Coods place height, chapter and invariance, I paid.

7.2 The Carrier shall no everel the or become labels for any one of or damage, withoutever and horsoover similar, to the Goods in the Coods in the Coods and the Coods

nave been packed into a Container by or on behalf of the Merchant, and when the number of packages or units ainer is not enumerated on the face hereof, each Container including the entire contents thereof shall be cla

# GENERAL PROVISIONS

8.1 Limitation statutes. Nothing in this lid in diang shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statuties or regulations of any country. The Carrier shall have the liberhelid of the liability, statuties or place or of any carriery (see 1.8.2 Application of defences, limits and exclusions of liability provided for in this bill of stating shall apply any action against the Carrier airriang out on correction with the bill obliged flowlarding loss or desirage to Social and deality) and whether the action to found of any carrier airriang out on correction with the bill obliged provided for in obligation of collections of the state of the stat

even if the loss, damage or delay arose as a result of unseaworthiness, regigence, will diministrated breach of contractions of the loss o

FCA LOG PORT TO PORT OR MULTIMODAL BILL OF LADING
8. Time advisor before bed circles that the discharged of all liability whatesover in respect of the Goods unless sail is brought in the proper form to the proper form of the proper form of the proper form of the good and the proper form of the goods are for fourm and written notice thereof received by the Carrier within nine months after delivery of the Goods or if the Goods are not delivered the date when the Goods should be been delivered. Motinitizating the above, where the Haigase Revise or Hagas Valley Rates or 2005A spply whether by incorporation in this Bill of Lading or by complacity applicable law, the Carrier shall be dischapped of all allowing hardborner in register of the Coops unless such be bought in the proper forms within one year of their descriptions of the Coops and the Coops which were the complex of the Coops and th

#### DESCRIPTION OF GOODS

9.1 This Bill of Lading shall be prima facie evidence of the receipt by Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the lotal number of Containers or other packages or units indicated on the face hereof as TOTAL NUMBER OF CONTAINERS OR OTHER PROCAGES OR NURSH RECEIVED NYTH CEARRIER!
9.2 Carrier makes no representation or advonvised-general and assumes no responsibility whatsoever as to any weight, measure, quantify, qualify, contain, charter, description, marks, numbers, place of origin, value or condition of the Goods (all of which are unknown to

xmation on the face of this Bill of Lading relating to any invoice, export or import license, documentary credit, order, like matters is included solely at the request of Merchant and is not verified by Carrier. Any such information shall not

#### 10. MERCHANT'S WARRANTIES AND IMDEMNIFICATION

jointly and severally liable to the Carrier for thant either in the Bill of Lading, or as required ight due under it without deduction or set

1 All persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the internet of all obligation, responsibilities and severanties underliate mby the Merchant either in the Bill of Lading, and severally access the property of the model of the several property of the several property

Lifeting within motion of their nature and the required temperature setting or me women.

By the Carrier.

B regist arriang interestion. The workship of the carrier is exponentee for resulting like empty. Curather, with referents structure and care for or place designated by the Carlier, its execution is again, it is deferred to stage its leaf or any charges, loss or any other care for the care of th

s of the U.S. Customs Hegulations and other related laws, rules and regulations.

CONTAINERS

not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or Merchant shall indemnify the Carrier against all Liablities incurred by the Carrier, if such Liablities h

responsible to the sum of the sum

### INSPECTION

12.1 Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, in open any Container or bale, parcel, bugs, bundle, crasts, extern, pasle), package or other individual unit of partialsy or completely convered or contained caps, whether in the Container or not, at any time without liability and notice to Merchant to inspect, examine, weigh or measure the contents thereof. L22 it is appears and any time that the contents of the Container or any past thereof cannot safely or properly be carried or carrier or part to the contract safely or properly be carried or carrier or part to the contract safely or properly be carried or carrier or part to the contract safe or properly be carried or carrier to the carrier may at the safe this and expense of the Merchant shandom the transportation thereof and/or table any measures and/or rurar ynearcentale additional expense to carrier or to continue the carriage or to store the same andshore or allow under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against additional expense so carrier assuming the contract contracts only to cultural or other authorities and Merchant shall indemnify the Carrier against additional expense to carrier.

rcising the liberties contained in this Clause shall not be under any obligation to take any particular measures or any loss, delay or damage howspeyer arising from any action or lack of action under this Clause.

# 13 DANGEROUS GOODS

3. DANUCERIOUS GUOUDS
3. DANUCERIOUS
4. In a company to the comp

notice of the same Container of other gardage of une n ourspanning to the same of the same

# 14. PERISHABLE GOODS/TEMPERATURE CONTROLLED

ierms or runnisty, CLIZ levees, verification de without previously giving written notice of their nature and particular temperature range to be maintained.

14.2 In case of refrigarded Containers passed by or on health of the breaks in the letterant undertales in tall the Goods into New 14.2 In case of refrigarded containers and the first Container has been properly set. It is Mechanism and that the Container has been properly set. It is Mechanism and the properly set is a first Mechanism of the set and/or check that the temperature contained not the set of the set

# 15. OPTIONAL STOWAGE AND DECK CARGO

notice to Merchant, and noncounted on doc or under deck shall participate in General Average,
under dock processes of the Hagoe Russes, under
the animals shall be deemed to be within the definition of goods for the purposes of the Hagoe Russe, under
the COSOAs, the the case may be.

The control of the Cosoa C

ry of the Goods (notwithstanding any loss or damage or any other matter whatsoever) within the time n provided in Carrier's applicable tariffs, or otherwise notified to Merchant or the Notify Party named falls to take delivery of the Goods within the prescribed time at the prescribed place, the Goods shall

on the face hereof. If Merchant fails to lake delivery of the Coods within the prescribed line at the prescribed piace, the Coods shall not be deemed to have been add by delivered to Merchant und the list Bill Catading upon epistance of acids lines.

16.3 If the Merchant fails or relation to blade delivery of the Coods within 30 days of delivery under dazes above, or such inflored time. 16.3 If the Merchant fails or relation to blade delivery of the Coods shall not shall be delivery of the Coods and t

# 17. LIEN

17. LIEN

17. Clarrier shall have a lien on the Goods and any document relating thereto for all monies earned, or due or payable to Carr under this Bill of Lading and/or any other contract with the Merchant or, on account of the Goods or Carriage, storage or handing the Goods including but not limited to General Average contributions, Freight, develve, destination, foreigness, develve, destination, others, destination, because, destination, payable, destination, payable, destination, payable, destination, because of the contract for tension and or any fires or penalties levide against locate by research any store and in any place, whether the contradual transportation is completed or not. The lien shall survive the delivery of 12 for the purpose of enforcing and satisfying the lien, the Carrier shall have the right to be all the cost and response of Mercha the Costs by public auction or private testly or other means, without giving any notice or incurring any liability to Merchant a without the need to obtain an order for sale for many Court and to apply the proceeds (not of sepresse) Benefic in or toward satisfaction of any monies due to Carrier. The Carrier shall be entitled to claim the difference in the event that the sale proceeds to cover the full amount due to the Carrier.

#### 18. CHARGES

18. CHARGES

18.1 The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant and the Carrier's confirmation of the basis of the calculation shall be conclusive. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to open the Goods or the Container to inspect, reweigh, re-measure and re-value the Goods. If the particulars are found by the Carrier to be incorrect, the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) together with the costs incurred by the Carrier in establishing the correct particulars.

18.2 Quotations as to Freight, rates of duty, insurance premiums or other charges or fees given by Carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.

carrier are for information only and are subject to changes without notice and shall not under any circumstances be binding upon Carrier.

18.3 Charges shall be deemed fully earned on receipt of the Goods by the Carrier and Merchant shall remain responsible for all Charges, regardless of whether they are stated on the face of the Bill of Lading or intended to be pre-paid or collect. All Charges shall be paid in the currency named in this Bill of Lading, or, at the option of Carrier in another currency specified by Carrier.

18.4 All Charges shall be paid in full and are non-returnable in any event, regardless of the condition of Goods and any loss or dramage, without any set off, deduction or counter-claim.

18.5 All Charges shall be paid at or within the time stipulated in Carrier's applicable tarffs and in any event before delivery of the Goods. Late payment fees and interest rates shall be payable on any overdue amount from the date when payment is our until payment in full. All costs and expenses incurred by or on behalf of Carrier in the recovery of any monies due from Merchant as debt.

In the company of the Carrier of all Charges, dues, duties, fines, penallies, taxes, consular fees, levies on or relating to the Goods and Merchant shall reimburse Carrier for any and all advances made by Carrier in Carrier's on discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall be lately for advances made by Carrier in Carrier's one discretion. Merchant shall reimburse Carrie

#### 19. METHODS AND ROUTES OF TRANSPORTATION

19. METHODS AND ROUTES OF TRANSPORTATION
19.1 Carrier may at any time and without notice to Merchant: (i) use any means of carriage or storage whatsoever; (ii) transfer the Goods from one conveyance to another, including without limitation transshipping the Goods or carrying them on a Vessel other than that named on the face hered, even though transshipment or forwarding of the Goods may not have been provided for herein; (iii) unpack and remove the Goods which have been packed in a Container and forward them in another Container or otherwise; (iv) proceed by any route (whether or not the nearest or most direct or customary or advertised route) in its discretion, at any speed, and proceed to or stay at any place or port whatsoever, once or more often and in any order; (v) load or unload the Goods at any place or port and store the Goods at any such place or port, (vi) comply with any orders, directions 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 any insurance on any conveyance used for the Carriage the right to give orders or directions; (vii) permit the Vessel to proceed with or without plots, to low or to be towed, or to be dry-docked, with or without Goods and/or Containers on board.

19.2 Carrier may invoke any of the liberties under Clause 19.1 for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading the Goods, bunkering, undergoing repairs, adjusting instruments, towing or being towed, sailing with or without pilots, dydocking, picking up or landing any persons. Anything done in accordance with Clause 19.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation. If, in invoking any of the liberties under Clause 19.1, any service provided by any third party is involved, Carrier may without notice to Merchant conclude a contract with such third party as agent of the Merchant, and in respect of such services Carrier shall have no liability whatsoever.

### 20. MATTERS AFFECTING PERFORMANCE

20. MATTERS AFFECTING PERFORMANCE

If at any time the performance of the contract contained in or evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind whatsoever and howsoever arising and which cannot be avoided by reasonable endeavours, the Carrier may (whether or not the Carriage has commenced) and without prior notice to Merchant and at its sole discretion, elect any one or more of the following: (i) treat the performance of this contract as terminated and place the Goods or any part of them at Merchant's disposal at any place or port which Carrier may reasonably deem safe and convenient, whereupon all the responsibility of Carrier under this Bill of Lading, shall cease absolutely and the Goods shall be deemed to have been duly delivered by Carrier under this Bill of Lading, or (ii) acting as a Merchant's expense upon the terms of this Bill of Lading and use reasonable endeavours to forward them as soon as practicable to the Port of Discharge or Place of Delivery; or (iii) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route by any means in the sole discretion of Carrier.

### 21 GENERAL AVERAGE

General Average to be adjusted in any currency at any place selected by the Carrier and according to the York-Antwerp Rules 1974 as amended in 1990 and 1994. Any claims and/or disputes relating to General Average shall be exclusive subject to the laws and jurisdiction set out at Clause 28. Merchant shall indemnify Carrier from and against any claim of a General Average nature which may be made on Carrier, and shall provide to Carrier prior to delivery of the Goods such cash deposit or security as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Carrier shall be under no obligation to exercise any lien or collect or procure any security for General Average contribution due to Merchant.

# 22. BOTH TO BLAME COLLISION AND NEW JASON

Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and inable from Carrier or its agent upon request are incorporated herein.

# 23. NOTICE OF ENDORSEE AND/OR HOLDER AND/OR

By taking up this Bill of Lading, whether by endorsement and/or becoming a holder and/or by transfer hereof and/or by presenting this Bill of Lading to obtain delivery of the Goods herein and/or otherwise, the endorsee, holder, transferee and the Carrier agree that the holder, endorsee, transferee thereupon become a party to a contract of carriage with the Carrier on the basis herein.

# 24. VARIATION OF CONTRACT

Merchant agrees that this Bill of Lading constitutes the entire agreement between the parties servant or agent of the Carrier shall have power to waive or vary any of the terms hereof un such waiver or variation is in writing and is specifically authorized by the Carrier.

## 25. APPLICABLE LAW AND JURISDICTION

The contract evidenced by or contained in this Bill of Lading, and the rights and obligations of all parties concerned in connection with the Carriage of the Goods hereunder shall be governed by and construed in accordance with the laws of the Federative Republic of Brazil. Any claims, suits, proceedings or disputes howsoever arising in connection with this Bill of Lading and/or the contract contained or evidenced by this Bill of Lading, apainst Carrier shall be determined exclusively by the Civil Courts of Santos, in the State of Sao Paulo, Brazil to which jurisdiction Merchant Irrevocably submits. Carrier shall be entitled to bring any claim, suit, proceeding or dispute against Merchant in the Civil Courts of Santos, in the State of Sao Paulo, Brazil or any other Court of competent intercetion.