Combined Transport Bill of Lading

1. (Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer whether any of the preceding particle is staring as ocean carrier, non-vessel operating common carrier, or biller [B) "finland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailes (C)" Combined Transport" means carries; whether any of the pr (B) "Inland Carrier"

(including, where enacted, the Protocol dated at Brussels, February 23, 1968, Iarown as the Visby Rules), as enacted in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the trans of the Usatty State Stat

decided according to the law of such country. 4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Oc Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable li

statutes, or regulations of any country. 5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled 5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carrier of the Goods and any and all data to subcontract on the Ocean Carrier in relation to he Goods. (B) Merchant warrants that no claim shall be mode against any Subcontractors (a Subcontractor, of Decome Carrier, steppending, and the other and the subcontractor, and Decome Carrier, steppending, and the subcontractor is a discont and the subcontractor is allocations. (B) Merchant warrants that no claim shall be mode against any Subcontractor (as difficient) and Natiole 1.(), or Subcontractor of allocate Carrier against all consequences of such Cains. (C) Without previous the Bill of Lading for the benefit of the Ocean Carrier as if such provisions were expressly for the Subcontractor is allocations. (C) Without previous the Bill of Lading for the benefit of the Ocean Carrier, to the extent of those provisions, does so not only on its own behalf of such Subcontractors.
6. (Route to Transport) (A) The Cooks may, at the Ocean Carrier, subsolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or at and by any route whatscover, whether on rout shar route is the direct, advertised, or customary route, once or more of the discret against at any port or place in or out of the direct, advertised, or customary route, once or more of the discret provide to constant, at the avertise of the observed set shall be more than a direct advertised.

toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or test dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carr dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carry contraband, explosives, manitions, warlike stores and hazardous cargo, sai with or without plots, tow or be towed, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or I foodaing the Goods is delayed or is likely to defain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to merchant of such saining is hereby waived. Ocean Carrier's option by any other means of transportation, whether by land, water or air. (E) AI Coean Carrier's option and without notice to Merchant, another they rans of this Bill of Lading the vessel named in this Bill of Lading, whether or not the substitute ship is owned or operated by Ocean Carrier's or arrives or departs, or is schedule to arrive or depart. Jobero or after the Vessel named by this Bill of Lading (F) Any arction taken by the Ocean Carrier's under this Article 6 shall be deemed to be included within the contravent derivation or delay areabiling theoreform that the be considered a deviation. Shawah dhe

or arrive or departs, or its stendulet to arrive or depart, heretor or after the vesset national by this is us of Lading. (f) May acion taken by the Ocean Carrier under this Article of shall be deemed to be included within this contractual carriage and suba tacion, or delay resulting therefrom, shall not be consolidered a deviation. Should the Observed carrier to be thank here increased is sub-this increase. The second state of the definition of the observed taken the observed state of the observed state the observed state of the observed state of the observed of the observed state of the observed state of the observed state of the observed state of the discharge "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on each device of the observed state of the observed state of the connoccine of the observed state of the observed state of the observed state of the observed state of the connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, include before the connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier with respect to the Goods and the State's permanent pipe connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier with respect to the Goods and the Dericol Area Bords (Bords) the period when the carrier I has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or dimage caused which the Goods area on its its custody. Any claim for loss of or damage to the Goods, its here the observed to the state of the Goods, when the loss or damage or delay was caused. (C) If it is established by the Merchank that the Ocean Carrier is responsible for loss of or damage to the context infollowing but not further. (I) With respect loss of damage caused during the period from the tim the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated waterways, to the extent preserbed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated (C) (i) above, with respect to loss or damage caused during the handling, stonge or carriegt of the Goods by Ocean Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage or carriage. If such handling, storage or carriage occurred in or between points in Earope, or where otherwise applicable, such responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1955 (CMR); (b) if New et al. to the constraint of the International Carriage of Goods by Road, dated 19 May, 1955 (CMR); (b) if Convention on the Contract for the international Carriage of Goods by Road, dated P May, 1956. (IAK), (b) if by rail, by the International Convention Concerning the Carriage of Goods by Rail, dated 25 (Februar), 1601 (CIM), (c) of by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warsaw 12 October, 1929, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention), (d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of handling, sortege or arriing or the Goods as applicable. (c) Notwithsninding foreging Article 7 (A) or 7 (B), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of

Carrer would have been hable to the Merchant it he had made a direct and separate contract with the Merchant in respect of handling, storage or carring or the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market to ruse, and the Ocean Carrier shall not be responsible for any direct or indirect loss or dianage that is caused through delay. (f) If this Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's shall control to this Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's responsibility for the Goods shall and the A (Libertiet). (a) In any situation whatoser's whether or not existing or anticipated before commencement of refusing the transport, which in the judgement of the Ocean Carrier's responsibility for the Goods shall in all Master and any persons charged with the transport or acakceping of the Goods) has given come since there to danger, injury, loss, delay, or disadvantage of whatosever nature to the Vessel, the Ocean Carrier, a vehicle, may person, the Goods arm porperty, or has rendered or is likely to giver rise to danger, injury, loss, delay, or disadvantage of whatosever nature to the Vessel, the Ocean Carrier, a vehicle, may person, the Goods arm porpore; or has rendered or is likely to giver the doods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Ocean Carrier of the Merchant to cancel the carriest of orather any places, the place of receinty and to take the ocean Carrier and deem advisable at the risk and expense of the Merchant to take delivery of the Goods and, upon his failure to do so, warehouse or place them at any place selected by the Ocean Carrier are the risk and expense of the Merchant and/or (3) if the Goods are a place avaiting transbinnent, shall be entitled to tarnshare the transport there and by store them at any place

a lien upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohhibition, or restriction on commerce or trading quarantaries, saintary, or other similar regulations or restrictions; artices, lockouts or other labor trobber of the labor trading tradition of the labor tradition of the labor traditions or restrictions; and the labor traditions or testicitors; and the labor traditions of the labor traditions or restrictions; and the labor traditions of traditions of traditions of the labor traditions of traditions of the labor traditions of traditions of the labor traditions of tradit whether partial or a strill or general and whether or not involving employees of the Ocean Carrier or its Subcontractors, of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for Congestion to part, what is not actimate, with similar pace, showing a storage, absence to consider so many of takings and loading, discharge delivery, or other handling of the Goods, epidemics of diseases, bad weather, shallow water ice, landslip, or other obstueles in navigation or carriage (D) The Ocean Carrier, in addition to all other libertile provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to

or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported regiono in the change of manning of the topological of the topological investores given, by any actual to purported verment or public authority, or by any committee or person having under the terms of any insurance on the essel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance th any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be emed to be included within the contractual carriage and shall not be a deviation. with an

deemed to be included within the contractual carriage and shall not be a deviation. 9. (Description and Particulars of Cosol) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, messure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indimensity the Ocean Carrier that the description or particular, furnished by him are correct, and the Merchant shall indimensity the Ocean Carrier is antibilito to caparitular. Merchant acknowledges that is required to provide verified weights obtained on ealibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endores it as Carrier's own certified weights to the othereship. equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endores it as Carrier's own certified weights to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalities or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies. **10.** (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier shall be at liberty to pack and carry the Goods in any type of container. **11.** (Ocean Carrier's Container) (A) The Merchant assumes full repossibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damane is caused or accurs while in the prossession or control of the Merchant bis assets.

1 Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or ge is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers ed by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant

atmage is caused or occurs while in the possission or control of the Merchant, nas agents, or common carters engaged by or on behalf of the Merchant (B) The Occurs Carrier shall in one even be half be (ran due Merchant shall indennis') and hold be Ocean Carrier shall in one even be half be (ran due Merchant shall meanify and hold be Ocean Carrier shall in one works behavior to persons, or loss of or dange to property, easeed by the Ocean Carrier shall in one works behavior and the Merchant 12, Constainer Perked by Merchant) If the cargo received by the Ocean or landa Carrier is in a constainer packed by or on behalf of the Merchant (A) this Bill or Lading is primt neiter services of the description of number on the face of this Bill of Lading. The condition and particulars of the continers are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts to received by the Acean or landare for handing and carriage in a scordance with the terms of this Bill or Lading is primt face with the order of the description of condition or particulars. (B) The Merchant warrants (1) that the isowage of the containers and the containers and the colsing and scaling of the containers are after approprime, and (2) that the containers and ther contents are suitable to represensor propresent (including the Greeks warrantists, the Merchant and no the Ocean Carrier shall be regressible for, and the Merchant shall indemnify and hold Ocean Carrier charalt shall mesceptible by or on behalf of the Ocean Carrier, and the container shall be created for in this Bill of Lading, the Merchant and suitable conditions of the transport contracted for in this Bill of Lading, and the Merchant and suitable conditions for the purpose of the transport contrate for for the Bill of Lading. Indus the Merchant gives notice to the contrary, in writing, to the Ocean Carrier before the transport. (1) If the container is delivered after transport to the Ocean Carrier before the transport. (1) If the container is delivered after transport to the O Ocean Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant

Occard and mine share to give open the container of the specific contents without notice to the Merchant dimard Carrier share the right organ the container of the specific contents without notice to the Merchant shall be borne by the Merchant (1) If any stall of the container is broken by eatimest or dimer information impection of its contents, the Coena Carrier shall not be liable for any resulting loss, damage or expenses. 13. Opecial Carriage or Containery (A) The Ocean Carrier does not undertake to carry the Goods in refigrerated, heated, insulted, verange the specific possible and the specific of the specific or a contrast, more to carrier shall not be liable for any resulting loss, damage or carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier and the Merchant. (2) such special arrangements are noted on the face of this hill of Ladami, and (3) special fragments for the carrier go stude Goods or container. have been agreed to in writing between the Ocean Carrier and the Merchant. (2) such special arrangements are noted on the face of this hill of Ladami, and (3) special fragments for the carrier go stude Goods or container have been agreed to in any toxis of the Source of t maintenance of such temperature inside the container. (D) If the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or or behalf of the Merchant, it is towed the collegation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Ocean Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's flature in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container. **14. (Dargerous Goods, Contraband)** (A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, radiuscive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, awell as how they are dangerous and the angerous well as how they are dangerous nature only well as how they are dangerous and the dangerous prior the such as the such as the such as a such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the dangerous and the such as the such as the such as the such application for the Goods.

method o rendering them innocuous, together with the full names and addresses of the shipper and the consig (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly hand permanmanently (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly hand permamently marked on the outside of the package or container containing the Goods (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statue or regulation or by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or linand Carrier without complying with subparts (A), (B) or (C) above, or the Goods are discovered by the Ocean or linand Carrier without complying with subparts (A), (B) or (C) above, or the Goods are followed to have been received by the Ocean Carrier (D) whenever the Goods are discovered by the Ocean Carrier (D) have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier M; discretion without compression, and the Merchant shall be hilded for and indemnity the Ocean Carrier anguints any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of ask foods. (E) The Ocean Carrier and y the Ocean Carrier anguints any loss become dureersure, seven find dureersus when received by the Ocean carrier and the Decean Carrier anguints and loss.

of Callingi of slight Okobis. (c) in the Ocean Carlier imity Exercise use right Contents of upon a most one precessing subpart whenever it is apprechedded that Goods received in compliance with subparts (A), (B) and (C) above have become duagerous, even if not duagerous when received by the Ocean or Inland Carlier. (F) The Ocean Carlier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant. 15, (Stowgel Carler and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carlier shall not be required to specially note mark, or stamp any statement of 'no deck stowage' on the face of this B) (Goods stowed in poop, forecassil, edck house, shelter deck, passegere space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumbre, earth moving equipment and all older Goods customarily or reasonably carried on deck may, at Ocean Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inferent in or incident to such carriarge. Such on deck carrier shall not be corrected a division (G) I and and carrier do rule to such carriarge. Such on deck carrier data without further notice to Merchant and without liability to the Ocean Carrier for the risks inferent in or incident to such carriarge. Such on deck carriers shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perials includent to the castod or carriage and block Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable, version of the Hagges Rules (including U.S. COGSA, notwith If the terms of this Bill of Lading
 If the terms of terms of the terms of the terms of the terms of terms

face of this Bill of Lading and additional freight has been paid as required. 18. (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the

18. (Heary Lift) (A) The weight of a single piece or package exceeding 2.240 lbs. gross must be declared by the Merchani twirting before receipt by the Ocean or Inland Carier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchani rafis in his obligations under the preceding subpart (1) the Ocean Cariera shall not be responsible for any loss of or damage to any person or property, and (3) Merchani shall indemnify the Ocean Carier shall not be responsible for any loss of or damage to any person or property, and (3) Merchani shall indemnify the Ocean Carier against any resulting loss, damage, or liability suffred by the Ocean Carrier shall not be liable for fulture or delaying delayer in accordance with marks, unless such marks have been clearly and durably stamped or marked upons the Goods, person denote the one have been seenify and be Ocean Carrier shall not be liable for fulture or delaying delayer in accordance with marks, unless such marks have been clearly and durably stamped or marked upons the Goods, person denotes the for Merchani the Ocean Carrier shall not be liable for fulture or delaying delayer in accordance.

with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or containe by the Merchant before they are received by the Ocean on Inland Carrier, in letters and numbers not less than two inches high, ogether with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Ocean Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulators in force at the port of discharge or place of delivery. The Merchant shall indemnity the Ocean Carrier against all loss, damage or marks or numbers, cargo sweeping, liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchans of Goods of like character in proportion to any apparent shortage, loss of weight or damage. 20. (Dittory), O. The Ocean Carrier shall how the triot to deliver the Goods at any time at the Varende ide

proportion to any apparent shortage, less of weight or damage. 20. Oblivery: 0.10 Ho Ocean Carrier shall have the right to deliver the Goods at any time at the Vescels side, custombouse, warehouse, what, or any other place designated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this Birl of Lading (B). The Ocean Carrier, responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other preview the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other preview the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier is containers packed by or on behalf of the Merchant (1). The Ocean Carrier's and and the total number of containers received (2). The Ocean Carrier shall not be required by the Ocean Carrier is doreclams: received (2). The Ocean Carrier shall not be required by the Ocean Carrier is discriments received (2). The Ocean Carrier shall not be required carrier is containers their contents in accordance with brands, numbers sizes, to types of items or pieces (3) At the Ocean Carrier is discriment on all upon the Merchant's request in wiring to the Ocean Carrier is also of the contents in schedule date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier is need of the containers scheduled date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier in accordance with the written request. In such a case if the scal of the containers is intact at the time of unpacking all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Ocean Carrier's shall not be responsible for any loss of damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Ocean Carrier shall unpack the container and deliver its contents and the Ocean Carrier's shall not be required to deliver the Goods in the container. At the Generatise contains and use Occal califier state more to require to service the orders in the Comantie. For the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier the Goods may be delivered to Marchant in the container, in which case if the container is delivered with seals intact all the Ocean Carrier's obligations under this Bill for Lading shall be deemed to have been discharged, and the red with seals intact

cean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional livery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if pressly stated on the face of this Bill of Ladarg. The Merchant desiring to avail himself of the options at pressed must give notice in writing to the Ocean Carrier at the first port of call anamed in the option at least 48 us prior to the Vesse's arrival there, otherwise the Goods shall be landed at any of the optional ports at Ocean Carrier's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition o

give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any cutome argument to the contrary notwrithstanding, and notwrithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party. 21. (On-Carriege and Forwarding) (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or a sine, whether or not worked or operated by the Ocean Carrier. (B) The Ocean Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store than flato or adhore and then forward then by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, at or flave parts means, but the Ocean Carrier hall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (b) he case of Porto-Fort Tansportation, transpinent of cargo, or receipt of cargo from ports or initiand points not including within the ship's litterary or the Ocean Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier not is Vsessl hall be deemed to be desgent or principal of a pair or subsequent carrier notivithstanding the issuance by the Ocean Carrier's of bub Coean Carrier's service, 22. (Fire) The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharger from the Vsesel, unsels caused by the

urring at any time, even though before loading on or after discharge from the Vessel, unless cau ual fault or privity of the Ocean Carrier. sed by the

actual fault or privity of the Ocean Carrier. 32. Lieto: Carrier stall have a line on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant yo tosh, which lieu shall survive delivery, and if such claim remains unsatisfied for 30 days after domand for its payment is made. Carrier may sell at public auction or private sale upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the netproceeds states had to the payment of the annout the Carrier. Any supplice from such sale shall be runsmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. 24. (Freight and Charges) (A) Freight may be calculated on the basis of the matriculars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, messure, or values a strinished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the contents, weight, messure, and or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier (1) the bulance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details than (1) as liabled and uncertained dumanes, an additional uncertain freight charged the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the correct details, plus (1) as liquidated and accrtained damages, an additional sum equal to the correct trength. (b) rull regist to he port of discharge or place of delivery shall be considered as completely sumd on recept of the Goods by the Ocean Carrier, whether the freight he stated or intended to be prepaid or to be collected at destination. The Ocean Carrier shall be emitted to all height and other charges due hereaudy, whether actually pace Goods be lost one on the wayage be broken up, flavarated or abundoned at any stage of the emiter transit. Fault freight shall be paid on dimaged or unsound Goods (C) (The Payment of freight and/or charges shall be made in full and in eash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and 1 all other charges shall be made in the currecy much in this Fill or Lading, or, at Ocean Carrier's apic of payment. (D) Goods once received by the Ocean Carrier cannot taken away or disposed of by the Merchant except upon the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustained by the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustained by the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustained by the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustainted by the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustainted by the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustainted by the Ocean Carrier's consent and after payment of full regist and compensation for any loss sustainted by the Deven Larrier to perform is obligation to to load such Coods and the Vessel may leave the pay twithout further notice. (2) Unless the shall be taible for and shall indemnify the Ocean Carrier against? (1) all dues, duties, taxes, consul connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public autority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods relised exportation or importation by any public autohytic; (G) if the Coena Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or carring for, the Ocean Carrier at its discretion may, by tiself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consigner, consigner, owner of the Goods and holder of this Bill of Lading shall be jointy and sevenily liable to the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of L adone.

tice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 25. (Ne 2.5. (vouce ot Linm and Line for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of auch loss or damage be given in writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as detected in this Bill to Clading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, role that we have nondelivery, midely. Loss or damage, uses with as been frought within our gera after delivery of the Goods shall be doeds should have been delivered. Suit shall not be considered to have been forcaged within such time.

Ocean Carrier within such time. 26 (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Good's was caused during the part of the cutody or carrings to which the applicable version of the Hague Rules applies: (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which who IL'S COGSA is applicable is an amount not exceeding U.S. \$2500 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as rounted. If the sential value of the Goods per applicage or customary freight may have the value, thank the theory and the sential value of the Goods per application or the declared with the problem who the value that the cutod of the sential value of the Goods per application can be declared with the the value shall be the value that the sential value of the Goods per application of the sential where of the thirds per the declared in writing the declared the the value shall be the value that the the value that the sential value of the Goods per application of the sential value of the the code per the sential value of the Goods per application of the the per the other per the the value value of the theory the per the sential value of the Goods per application of the per the photogen per the sential value of the theory of the theory per the photogen per the photogen per the photogen per the photogen pe required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the nevertness to acement to be in a decated value, and the Usean Latter's mainity, it any, shall not exceed and declared value. Any partial loss or dumage shall be adjusted por rata on the basis of such declared value. The declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier shall not be liable top any compensation. (2) Where the areago has been packed into a container or unitized into similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

Article 27. General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the dysters appointed by the Ocean Carrier. The general average statement shall be prepared by the adjusters appointed by the Ocean Carrier. The general average statement shall be prepared by the adjuster appointed by the Ocean Carrier into Foodos and ays alvage and special charges thereon and any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier before delivery of the Goods. (B) In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the nonsense of abilish the Ocean Carrier into presensible by status contrast, or otherwise the Goods or for the consequence of which the Ocean Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrifices loss, or expenses of a general average nature that may be made or incurvel, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid or as fully and in the same manner as if such salvaging ship belonged to strangers. **28.** (Both to **Blane Collision**) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and may ext, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or liability which neight be incurred directly or indirectly to either oth or any claim whatsoever of the Merchant paid or payable by the other or non-carrying hip or the rowners to the Merchant shall on ste-off, recouple, or recovered by the other or non-carrying shill or her worners and to file claim against the carrying Vessel or is owner. The forgening provisions shall also apply where the owners, operators, or those in charge of any shill or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.

contact stranding or other accident. 29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible tains, discoloration, moist holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be is noisture shakes ed settin holes, chiffed, breakage or splitting. If the Merchant so requests a substitute hill of lading will be issued setting forth any notations as to the foregoing that may appear on the mat's or tailly clerk's receiptor is similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering not to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage. **30**, (Grain) Discharge of grain received by the Ocean Carrier is hold not be responsible for any such damage. **30**, efforting the site of the state of the description of the condition of the covering not taing elevations, and such discharge shall constitute a sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant. **31**. (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any county. When so issued as between the Merchant and an Inland Carrier coundy and carriage of the Goods by

the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Ocean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage

shall be given and suit commenced as provided in the Inland Carrier's applicable bill of lading 32. (Ocean Carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of

applicable tariff are obtainable from the Ocean Carrier upon request. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared alid or unenforceable, the validity or enforceability, of any other part or term shall not be affected. (Hinalaya Clause) All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and 34. (Himalaya Clause) All exceptions, exemptions, defenses, immunities, limitations on lability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statute or for the benefit of the differs and employees of the Carrier shall also apply to and for the benefit of the differs and employees of the Carrier shall also apply to an grant of the applicable tariff or any statute or for the benefit of the differs and employees of the Carrier shall also and for the benefit of all parties performing services in connection with the Goods as agents or contactors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.