(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 parties is acting as ocean carrier, non-vessel operating common carrier, or basilee.
(B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in (B) "Inland 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 bailee. (c) "Combined Transport "means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of dedivery to Merchant by the Ocean Carrier plus one or more Inland Carriers. (D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (E) "Merchant" includes the shipper, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading, the off the Goods mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied of furnished by or on behalf of the Merchant, include the container(s) space alone means for transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) that the partie transportable to the shell of a way of the effective self for transportation of goods (L). If safe parties the parties transportable to goods (L) If safe parties and the parties and whole or in part for that vessel. (H) "Container' includes any containers (including an open top container) flat rance, platform, trailer, transportable tank, pallet or any other device used for transportation of goods. (I) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. 'On Board' means that the Goods have been loaded on board rail cars or other means of Inland carrier go are in the custody of a participating railroad or other Inland Carrier. (I) "Subcontractor" includes stevedorse, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods (K) "United States" or "U.S." means the United States of America.

2. (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading Stall boxe. Fifes exhibited to the movisions of the "States Palls" on the Institution (Committees) and the state of America.

Closeds (18) \*\*Contendence States\* or \*\*U.S.\*\* means the Clusters States\* or America.

2. (\*Clusus Paramount)\*\* (A) Insoftia as this Bill of Lading covers carriage of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Haigue Rules," annely the International Conventions for the Unification of Certain Rules Residuaging to Bills of Lading, dated all Brussels Ungast 25, 1924, as samended Lading and the Certain Rules Residuaging to Bills of Lading, dated all Brussels Ungast 25, 1924, as samended some control of the Certain Rules Residuaging to the Certain Rules Rul

Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws of any country.

Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled.

Carrier of any statisticity processors, exemption 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 duties whatsoever undertaken by the Ocean Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1 (I), or Subcontractor, of Ocean Carrier, except Inland Carrier, where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indomnify the Ocean Carrier against all consequences of such claims. (O' Without prejudice to the foregoing, every Subcontractor) shall have the benefit of all produces to the foregoing, every Subcontractor of adobtournactor's Moteontractory) shall have the benefit of all produces to the foregoing, every Subcontractor of adobtournactor's Subcontractory shall have the benefit of all produces to the foregoing, every Subcontractor of adobtournactor's thought the extent of those provisions, does not consider the contract of the contract of the extent of those provisions, does not go the contract of the contract of the contract of the extent of those provisions, does not go the contract of the contractor of the contract of the c

toward the port of discharge to adjust to compasses and other navigational instruments, make trial trip dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any pers

nence or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (Cl)
The Vessel shall have liberty, either with or without the Goods on board and either befieve or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dy dock, go to requir yands, shift berths, take on fuel or stores, embark or discinnable any person, cryscontraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (Dl) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods in whole or in part are for any reason mot carried on the Vessel named in this Bill of Lading, or if loading the Goods in whole or in part and notice to merchant of such sailing is hereby waived. Ocean Carrier may forward the Goods under the terms of this Bill of Lading, of the next available ship or at Ocean Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named in this Bill of Lading, whether or not the substitute ship is sowned or operated by Ocean Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading, whether or this Auride 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the contractual carriage and such action, or delay resulting therefrom, shall not be considered in the fill benefit of all privileges, rights, and immunities contained in this Bill of Lading.

7. (Responsability) (A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Cocan Carrier shall not be responsible for loss of or damage o

during the traisport, when in the judgement of the Ocean Carrier (including for the purpose of this Arricle the Master and any person charged with the transport or as affecting in the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a vehicle, unlawful, or against the interest of the Ocean Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner or or all offices of the Ocean Carrier or the Merchant to commence or continue the transport or to the manner or or the Merchant to the Carrier of the Merchant to take delivery of the Goods and upon this failure to do so, to warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant to take delivery of the Goods and upon this failure to do so, to warehouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant to take and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant to take and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant, and for (3) if the Goods are at a place availing transabigment, shall be entitled to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant, and (or (3) if the Goods are closed on the Vessel, a vehicle, or other means of transport whether or not approaching, entering or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to store them at any place selected by the

## Combined Transport Bill of Lading

avigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be

with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as farnished 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 farnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular. Merchant acknowledges that it is required to provide verified weights obtained on achibrate, certified equipment of all cargo that is to be tendered to scannish plines. Shipper agrees that Carrier is entitled to rely on the accuracy of the weights and to countersaint or general its Carrier's connectified visited to the teamwhould be accurated in the second of come criffed visited to the teamwhould be accurated or the weights and to countersaint or general its Carrier's connectified visited to the teamwhould are controlled to the second of the countersaint of countersaint or general its Carrier's connectified visited to the teamwhould are connected and the countersaint or general transactions. 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 entone is a Carrier's own entitled weight 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, penalties 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 relics.

10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Coean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Coean Carrier's southness and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers amend to zero held for the Merchant (B) The Ocean Carrier shall in some course he libels for and the Merchant

engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant

engaged by or on behalf of the Merchant (B) I he Ocean Carrier shall in no event be lable lor, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, Is agents, or common carriers engaged by or on behalf of the Merchant. [2]. (Container Packed by Merchant) If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) this Bill of Lading; a prima face evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts on responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the condition or particulars. (B) The Merchant warrants (1) that the stowage of the contrats of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contrast are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant's breach of any of these warranties, the Merchant and not the Ocean Carrier shall be responsible for, and the Merchant shall indemnify and hold Ocean Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is fimished by or on behalf of the Ocean Carrier harmless from, any resulting loss or damage to or no behalf of the Ocean Carrier harmless from, any resulting loss or damage to a robe harmless of the Ocean Carrier harmless from, any resulting loss or damage to a behalf of the Ocean Carrier harmless from, any resulting loss or damage to a behalf of the Ocean Carrier before the transport. (D) If the container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be defeated to be fully and computer professions. container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be deemed to be faill and complete performance of the Ocean Carrier's obligation under this Bill of Lading, and the Ocean Carrier's shall and complete performance of the Ocean Carrier's 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, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred therefrom shall be home by the Merchant. (F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the Ocean Carrier shall not be lable for any resulting loss, damage or expenses.

13. Opecial Carriage or Container) (A) The Ocean Carrier does not undertake to carry the Goods in refrigerated, beated, insulated, valuatled, or any other special hold or container, not carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier will treat such Goods or container only and container only a container of the order of the order

container packed by or on behalf of the Merchant, but the Ocean Carrier will treat such Goods or container only as ordinary goods or dy container, respectively, unless (1) special arrangements for the carriage of such 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 Bill of Lading, and (3) special relighbar serguired has been paid. The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special hold or container anyplical by or on behalf of the Merchant. (B) The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refligeration or heating machinery, insulation, ships plant, or other such apparatus of the Vessel or container, provided that the Ocean Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (o) If the Goods have been packed into a refigerated container by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Ocean Carrier shall set the thermostatic corroits within the requested temperature mone but does not enumente the

before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (or If the Goods have been packed into a refrigerated container by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Ocean Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the 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 on behalf of the Merchant, it is the obligation 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 failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.

14. (Dangerous Goods, Contraband) (A) The Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrier's application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method or rendering them innocuous, together with the full names and addresses of the shipper and the consignor.

(B) The Merchant shall undertake that the nature and danger of such Goods. Such doss. Such Goods. Such and potential of the proper of the control of the proper of the control of the control of the proper of the control of the proper of the control of the control of the proper of the contr damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goost. (E) The Ocean Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier. (F) The Ocean Carrier 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, (Btwage Under 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 Carrier shall not be required to specially note mark, or stamp any statement of 'on deck stowage' on the face of this Bill of Lading, any extens to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation, (B) Goods stowed in poop, forecastle, etc. buss selected of 'on comprise wherever greater than the constituent of contrainers are constituent of the constituent of the constit

notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelter deck, passengs space, or any other coveredia-negac, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other 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 inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carrier don deck, and started on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or earriage of such 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 Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Life is Bill of Life (in the Provisions). this Bill of Ladin

this Bill of Lading

16. (Live Animals and Plants). With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perlis inherent in or incident to such carriage 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 flargue Rolls (including U.S. COGSA, notwithstanding Section 1301(e) thereo) and the terms of this Bill of Lading, 17. (Valuable Goods). The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewely, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirforoms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the

writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the fine of this Bild I Lading and additional fright 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 Merchant in writing before receipt by the Ocean or Inland Carrier 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 Merchant fails in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier.

Isability suffered by the Ocean Carrier.

19. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant Pefore they are received by the Ocean or Inland Carrier, in letters and numbers not less than two inches high, together 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 regulations in force at the port of discharge or place of delivery. The Merchant shall indemnity the Ocean Carrier against all loss, damage or expenses resulting from inaccurency or incompleteness of the marks. (D) Goods that cannot be identified as to 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 Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

20. (Delivery) (A) The Ocean Carrier's shall have the right to deliver the Goods at any time at the Vessels side, custombouse, warehouse, wharf, or any other place designated by the Ocean Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Ocean Carrier's responsibility followed to the customy of the foods to the customy of the marks. (D) The Ocean Carrier's even carrier, Delivery of the Goods to the customy of customs or any other public authority shall constitute final discharge of the Coean Carrier's exponsibility. (C) In each carrier shall only be respossible 19. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in a

number of containers received (2) The Ocean Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes, to types of items or pieces (3) At the Ocean Carrier discretion and upon the Merchant's request in writing to the Ocean Carrier at least 3 days prior to the scheduled date of arrival the of Veseal 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 seal of the containers is intent at the time of unpacking all the Ocean Carrier shill not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred (1)) 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 shall one the required to deliver the Goods in the container. At the Ocean Carrier shall one the required to deliver the Goods in the Container and the Ocean Carrier the Goods may be delivered to Merchant in the container, it which case if the container is deliver all the container and the Ocean Carrier shall not be in which case if the container is deliver all the Ocean Carrier shall not be in which case if the container is deliver with seals instact all the Ocean Carrier's beligations under this Bill of Lading shall be deemed to have been discharged, and the

Ocean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himsteff of the options or expressed must give notice in writing to the Ocean Carrier at the first port of call named in the option at least 48

expressly attact on the face of this stul of Landing. The Mercanan destring to avail animated or the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional point of Landing and the Casac Carriver's responsibility abilith their case; (4) Quest of the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional point of the optional point of the Casac Carriver's responsibility and the case (4) Quest of the optional point of the Casac Carriver's and the Casac Carriver's responsibility and the case (4) Quest of the optional point of the Casac Carriver's 11, Quest Casac Casa

document at a time or place prior to that at which the Goods are received by the Ocean Carrier 22. (Firey) 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 discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.

23. (Lien) Carrier shall have a len 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 or both, which lie has hall survive delivery, and if such claim remains unsatisfied for 30 days after demand 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 note the the province of the supment deer Carrier any sell maying from used and the the province of the supment deer Carrier any sell maying from used and the the for the corrier any sequence of an expected of also had to the recovered of the supment deer Carrier any sequence of an expected of the supment deer Carrier any sequence of the supment deer Carrier any supposite from used and the the charge of the supment deer Carrier any supposite from used and the other charge of the supment deer Carrier any supposite from used and the other charges of the supposite deer Carrier any supposite from used and the other charges of the supposite deer Carrier any supposite from used and the other charges of the supposite deer Carrier any supposite from used and the other charges of the supposite deer Carrier any supposite from used and the other charges of the supposite deer carrier and the carrier and used to the control of the supposite the carrier and used to the control of the supposite the

Carrier may sell at public auction or private sale, upon 10 days written notice, registered mait to Merchant, the goods, wares and/or merchandisc or so much as may be necessary to satisfy such lien and the coast of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale stall 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 particulars of the Goods furnished by the Merchant, who shall be deemed to have guammented to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished 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 container or package and examine contents, weight, measure, and value of the Goods. In Carrier to the purpose of ascertaining the actual particulars weight, measure, and value of the Goods. In Carrier to the purpose of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier (1) the balance of freight between the freight charged and that which would have been then able to correct details been given, plus (2) expenses incurred in determining 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 semed on receipt of the Goods be to the port of discharge or place of delivery while the control of the Carrier and carrier, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods he to or not, or the voyage be beloven up, furnated, or absunded at any stage of the etrire tr Full freight shall be paid on damaged or unsound Goods. (C) The Payment of freight and/or charges shall be made in full and in ash without any offset, counter elain, or deduction. Where freight is appale at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or all to Ocean Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom at the place of payment. (D) Goods once received by the Ocean Carrier cannot be taken away or disposed of by the Merchant except upon the Ocean Carrier's consent and after payment of full freight and compensation for any loss sustained by the Ocean Carrier through such taking away or disposal. (E) If the Goods are not available when the Vessel is ready to load; (1) The Ocean Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant. (F) The Merchant shall be liable for return a spall to leave, the consumption of the content of the content of the opinion of the payment of the content of the opinion that the Goods, however caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, for 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 relixed exportation or importation by any public authority, (G) If the Ocean Carrier is of the opinion that the Goods are in the company the Goods. The Merchant shall be liable for return freight and changes on any Goods relixed exportation or importation by any public authority, (G) If the Ocean Carrier is of the opinion that the Goods are in the company the

25. (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 25. (Notice of Chain and I lime for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage is not loss or damage in the general nature of such loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as diserriched in this Bill Oc I dading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, mistelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been delivered. within the time specified unless process shall have been served and jurisdiction obtained over the 26. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the

6. (Lamitation of Lanbitry) (A) Subject to subpart (B) below for the purpose of determining the extent of the cenic 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 able for any loss of profit or any consequential loss, (B) Insofar as the loss of or damage to or in connection it the Goods was caused during the part of the custody or carriage to which the applicable version of the agen Rules applies (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the inimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA applicable is an amount not exceeding U.S. 500 per package or customary freight unit, unless the value (and turre) 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 Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as 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 declared value. If has demand shall be adjusted por natio not he basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier's shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a 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.

27. (Gerard Average: New Jason Chause) (A) General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the Vork-Antwerp Rules, 1974 and as to matters and 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 adjusted appointed by the Ocean Carrier. The general average statement shall be prepared by the adjusted appointed by the Ocean Carrier and any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier for additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier there additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier there are the ocean Carrier there are the ocean Carrier there are the ocean Carrier than gainst all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of radmage to his Goods or any chim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships 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.

or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision content 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 stains, discoloration, moisture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's recepts or 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 hall what has peen port, on barges, and or lighters, or elsewhere, using or not using elevators, 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/1 his Bill of Ladinium may be is used for Intermodal Transportation in any

Ibercutter 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 country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tarifa and bill of Inding are available from the

the Inland Carrier are subject to the relevant Inws, regulations, surifs and bill of Inding 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 Inding 32. (Ocean Carrier's Tariff). This Bill of Lading is subject to the Coean Carrier's applicable that fire obtainable from the Ocean Carrier upon request.

33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability, of any other part or term shall not be affected.

34. (Himalay Cames) All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statute or for the benefit of the Carrier shall also apply to and for the benefit of the Carrier and Lading and poly to and for the benefit of the Offices and employees of the Carrier and the agents, offices and carrier of the Vessel and to and for the benefit of the Offices and employees of each them.