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, the bill of lading, which performs the sea carriage of Coods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as occur arrier, non-vessel operating common carrier, or bill-(B) "falland 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 carriage of the Goods under this Bill of Lading from place of receipt from Marchant to place of delivery to Merchant by the Ocean Carrier plus one or more fland Carriers, (D). "Port-0-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport, (E). "Merchant" includes the shipper, consignor, orosingnee, owner, and receiver of the Goods and the blueher of this Bill of Lading, (F) "Consol" mean the cargo described on the face of the Merchant, include the container(E), swell, (G). "Vessel1 includes the vasel lamod" on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport in consoling the two consoling diversel1 includes are consoling to the more constraint of the shede or in order to find the data ship cargo. The Merchant is sublituited in whether are in order to the two sould (M). "Consoling" includes are continger (includes the neuronizer) fills

or on behalf of the Merchani, include the container(s) as well. (G) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, cardi, lighter, burge or other means of transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) flar rack, platform, trailer, ransporable tank, pallet or any other dvice used for transportation of goods. (I) "Laden on Board" or similar works endowed 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 the Vessel or are in the custody of the Ocean Carrier, and the planet Carrier. 'Dy Subcontracted' includes suevedors, longshormen, lighteres, terrinal operators, warehousenen, truckers, agents, servants, and any person, firm, corporation or other legal entity which pefforms services includes a trucker, agents, servants, and any person, firm, comportial on or other legal entity which pefforms services includes a trucker, agents, were the Goods. (K) "United States' or "U.S." means the United States of America. 2. (Clause Paramount) (A) Insofar site its Bill of Lading covers carriage of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Hague Bales", namely the International Conventions for the Unification of Carrian Rules. Relating to Bills of Lading, detra all Russeks, August 25, 12-43, as mended (including, where enacet, the Potocol dated al Brussek, February 23, 1968, Insoon as the Vsky Rules), as ecanceted in the country of shipment or in the country of distinuition, or is otherwise compulsorialy applicable, the Hague Rules as enaceted by the Convention shall apply. (B) If this Bill of Lading course Coods moving to or from prox of the United States in foring trutk, the tarring of State Act U.S.C. P1300-1315 as amended hereinafter

P1300-1315 as amended (hereinafter U.S. COGSA'), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Ocean Carrier and any other water carrier and as otherwise provided in this Bill of Lading. **3.** (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the Unied States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

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

4. (Limitation of Limiting Statistics) "Joining in this hild is Lang shall optical to units of teplote the Coefficient Coefficient of Limitiation of liability authorized by the applicable laws, S. (Sub-Contracting Exemption from, or Emittinianto all liability authorized by the applicable laws, S. (Sub-Contracting Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be endied any any terms the shall be made against any subcontrator (a) doed on any other multi-able of part of the handling, storage, or carrier of the Goods and any and all drites bulkness the made, to indemnify the Ocean Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontrator (a) deficient daws and the storage storage

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 toward nee port of ascharge to adjust to compasses and oner marganonal instruments, make trut in port ests, dry dock, go to repair yards, shift berths, take on field or storse, enhance or disentable and person, carry contradual, explosives, maniform, war-like stors and hurardone cargo, sall with or without plots, tow or be errored on the Vessel must on this Bill of Lading, or 16 hading the Goods is delayed or is likely to featin the Vessel, the Vessel must on this Bill of Lading, or 16 hading the Goods in schedured or is likely to feating the Vessel, the Vessel must on this Bill of Lading, or 16 hading the Goods in whole or in part, and notice to mexchant of such saling and cargo and without carrying or hoading the Goods in whole or in part, and notice to mexchant or air. (E) AV Come Carrier's option and without notice to Merchant, another the terms of this Bill of Lading, (F) Any action taken by the Ocean Carrier any forward the Goods under the terms of this Bill of Lading (F) Any action taken by the Ocean Carrier any therefore on the substitute ship is owned or operated by Ocean Carrier's or arrives or departs, or is schedule to arrive or departs. The Sort of the Vessel named by this Bill of Lading (F) Any action taken by the Ocean Carrier under this Article 6 shall be deemed to be included within the Contractual carriers, or is schedule to arrive or departs thereform, shall not be considered a deviation. Should the Ocean Carrier shall not be responsible for loss of or dunge to the Coods caused before loading or after discharge "Loading" shall be deemed to commence with the hooksing on the vessel's tackle, or if not using the vessel's tackle, which necessifies the Goods on the to doods low of before loading or after discharge "Loading" shall be deemed to commence with the hooksing on the vessel's tackle, or if not using the vessel's tackle, which necessifies the Goods on the to dood she vessel's backle, or if not soles permanent piece numboolef from the vessel's tackle oresults beyout the vessel's becken appr

vessel's permanent pipe connections. Discharger 'shall be deemed to be completed when the Goods have been unbooked from the vessel's tackle or nerowed from the vessel's dack on passed beyond the vessel's permanent pipe to connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Coera Carrier and each haland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or dumage custed while the Goods are not in its catedy. Any claim for loss of or damage to the Goods, including loss or dumages resulting from delay, should be made against the carrier having custody of the Goods when the loss or dumage or delay was custed. (C) If it is setablicable by the Merchant that the Ocean Carrier is responsible for loss of or damage to no nonnection with the Goods, such responsibility, subject to the provisions of this Bill or loss of or damage to the to the exter following that not further: (1) With negree to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of lossing to the time when they left the exa terminal at the port of dokstneer or canned during was previous providentiation to the searce fundance or canned active may mersions or arbomener previous for daring to hear the previous flow many mersions or arbomener previous for daring the searce or the subsensert previous flow many termine may result on the some mersion or the subsensert previous daring or the same armages or the same areas of the same armages or the same armages period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused driving may previous or subsequent period to carriage by searo waterways, to the extent prescribed by the applicable Hagae Roles as provided in Article 2. (2) Save as indicated (C) (i) above, with respect to loss or damage caused during the handling storage or carriage 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 course if and between prioris in Europer, where otherwise applicable, Europersolity 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) fit har all be real to for the International Carriage of Goods by Road, dated 19 May, 1955 (CMR); (b) fit har all be real benefation. Convention on the Contract for the international carriage of cooke by koad, called 19 May, 1950 (CMR), (b) If by rail, by the International Convention Concerning the Carriage of Gooke by Rail, dated 25 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warasw 12 Corber, 1979, as amended by the Hague Protocol diaded 28 September, 1955 (Warasw 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 Gooks, 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 Morks, such responsibility respect of handling, sortage or carriage of the Gooks, as applicable, (c) Novithsmanding foregoing Article 7, 10, or 7, 108), the Ocean Carrier does not undertake that the Gooks shall arrive at the port of discharge or place of dollivers at any sectional ensuitable to the Marchant in the Gooks shall arrive at the port of discharge or place of or 7 (B), the Ocean Carrier does not undertake that 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 or use, and the Ocean Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (1) If this Bill of Lading is used for Port-to-Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Marchard's reference, and the Ocean Carrier's responsibility for the Goods shall in all cases cease at the time of discharge or the Goods at the port of discharge. 8. (Liberties) (A) hany situation whatsover whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Ocean Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise

to danger, injury o danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a vehicle my person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable any person, the Goods or any property, or has rendered or is likely to render it in any way unselfe, impracheable, undwrdi, or agningst the interest of the Ocean Carrier or the Merchant to commence or comines 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 originally intended by the Ocean Carrier (to Pocean Carrier (1) any units shall be entitled to mapach the container(s) or otherwise dispose of the Goods in such way as the Ocean Carrier (1) any units shall be entitled to mapach of the Marker of the Merchant and and or (2) before the Goods are loaded on the Vessel, a evide), or other and or (1) and the origin the Merchant to take delivery of the Goods and, upon his failure to do so, to surve/O it if the Goods and any place selected by the Ocean Carrier at the risk and expense of the Merchant source or place them at any place selected by the Ocean Carrier (1) and expense of the Merchant source (1) if the Goods and a possible at the transport them and source (1) if the Goods and upon his failure to do so. compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warchouse or place them at any place selected by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transhipment, shall be entitled to terriniate 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 (4) if the Goods are loaded on the Vessel, a whicle, or other means of transport whether on to approaching, entering, or attempting to enter the port of discharge or to near the hega of delivery or attempting or commercing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Ocean Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) or (4) above shall constitute complete and final delivery and full performance of this contrart, and the Ocean Carrier therailer shalls the reform any responsibility for carriage of the Goods. (B) If, after storage, discharge, or any actions according to subpart (A) above the Ocean Carrier thank therailer the order of a discharge or expease to a subpart (A) above the Ocean Carrier that submit and the Ocean Carrier for think upon demand for all extart frigid Larges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel, and the Ocean Carrier transhill have a lien upon the Goods to the actest. (C) The situations referred to in subpart (A) above shall include, but shall to the limited to, those caased by the existence or apprecision of war declared or undeclared, hostilities, risks, citil commutions, or other disturbances

(C) The situations externed to a subject (A) above shall include but shall not be limited to, hose caused by the existence or apprehension of war declared or undeclared, hostilities, rots, civil commutions, or other disturbances closure of, obstacle in, or danger to any port or causel. Mostade, prohibition, or restrictions on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, belowing or their liber troubles whether partial or general and whether or not involving enabloses. whether partial or general and whether on not involving employees of the Ocean Carrier or its Subcontractors congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for budgenoid peps, she delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstales in navigation or carriage (D) The Ocean Carrier, in addition to all other libertise provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to the state of the

avigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported overnment or public authority, or by any committee or person having under the terms of any insurance on the naroganon to me caringe or inaning to me tootists is ner vesse intowasteet given, by any actuant or parjortec 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 contrastudial 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, quarity, gualy, suggest, weight, measure, nuture, kind, value, and any other particulars of the Goods, is as fumished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant varants to the Ocean Carrier that the descriptions and particulars fumished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, dimage, expresses, liability, realities and firsts arising or resulting from inaccuracy of any description or particular. Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified particular. Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be indered to a stamship lines. Shipper aprese that Carrie's neithed to rely on the accuracy of such weights and to counter-sign or endorse it as Carrie's own certified weight to the steamship line carrying the cargo. The Mechanit argress that it shall indemnify and hold the Carrie 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 relaws. 10, Oke 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 documents of the Ocean Carrier's containers and hull indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused or oceans while in the possession or control of the Merchant, his agents, common carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier's containers or toommor carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier's fond in or vointo the Merchant shall indemnify and hold the Ocean Carrier hand in one oratin of the Merchant shall indemnify and hold the Ocean Carrier hand in the over the linke for, and the Merchant shall indemnify and hold the Ocean Carrier hand in a possibility for and horses, or loss of or the orating the orating the possibility for an alter hand hor the orating the orati

engaged by or on behalf of the Mercham (B) The Ocean Carrier shall in no event be linkle for, and the Mercham schlal indemnity and hold the Ocean Carrier harmless from, any dealto of or injustices to greateness. Are listed for damage to property, caused by the Ocean Carrier's container or in contents while in the possession or control of the Merchant, as gents, or common carriers engaged by or on behalf of the Merchant. 12. Container Parked by Merchant). If the cargo received by the Ocean or landar Carrier is in a container maker on the face of this Bill of Lading. The condution and particulars of the contents of the description of condition or particulars. (B) The Merchant warms (1) that the sowage of the contents of the description of condition or particulars. (B) The Merchant warms (1) that the sowage of the contents of the description of condition or particulars. (B) The Merchant warms (1) that the sowage of the contents of the description of condition or particulars. (B) The Merchant warms (1) that the sowage of the contents of the description of condition or particulars. (B) The Merchant warms (1) that the conditions are marknown to the Constant scaling of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carring in acconduce with the terms of this Bill of Lading, including Arricles 15. In the event of the Merchant's shall indemnity and hold Ocean Carrier harmless have been accepted by the Merchant as being in scaling as solid and the containers hall be destruced home been accepted by the Merchant shall in sound and suitable condition for the paryose of the transport contracted for in this Bill of Lading, unless the Merchant's solid one containers, in the grants of the container is and the lading and the container is delivered after transport by the Ocean Carrier visit seals inter, such delawary shall be descent to be full and complete performance of the Ocean Carrier visit seals inter, such delawary shall be descent to be full and complete pe

being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchang yies notice to the contrary, in writing, to the Ocean Carrier bottom the transport. (D) If the container is delivered after transport by the Ocean or Inland Carrier with seak intact, such delivery shall be deemed to be full and complete performance of the Ocean Carrie's obligation under this Bill of Lading, and the Ocean Carrie's obligation under this Bill of Lading, and the Ocean Carrie's obligation under this Bill of Lading, and the Ocean Carrie's obligation under this Bill of Lading, and the Ocean Carrie's obligation under this Bill of Lading, and the Ocean Carrie's obligation under this Bill of Lading, and the Ocean Carrie shall not be inhibe for any loss of or damage to the contents of the container. (E) The Ocean and Inland Carrier and the Merchant, at such time and place as the Ocean or Inland Carrier may deeme necessary, and all expenses incurred therefrom insertion of its contents, the Ocean Carrier shall not be liable for any resulting loss, damage or expresses. **13. (Special Carriage or Container**) (A) The Ocean Carrier shall not be liable for any necessitive the Ocean Carrier and the Merchant; (c) such special arrangements for the carriage of such costs in a special of or container supplied by or on helding of the Merchank, but the Ocean Carrier and the Merchant; (c) such special arrangements are noted on the face of this Bill of Lading, and (3) special freights as reqaired has been paid. The Ocean Carrie shall not be responsible for the function of a special container supplied by or on helding of the Merchank is plans, or other such apparatus of the Vessel or cortainer, provided that the Ocean Carrie shall not the spressing of the transport exercise de Bilgence to maintain the special Ind/or container in an efficient state. (c) If the Goods have been packed the altigence to maintain the special Ind/or container in a different state. (c) If the Goods have been packed the

or carriage of such Goods. (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

subpart whenever it is approchanded that Goods neocined in compliance with subparts (A), (B) and (C) above have become diagroups, even if not diagroups when neocined by the Cease on themal Carrier, (P). 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**, (Stowage Under and on Deck) (A) Goods in containers, sure, trailers, or clussis 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 arouge' on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carring shall not be considered a division. (B) Goods stowed in poor, forecastle, deck house, sheller deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be dermed 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's option, be carried on deck without further do doed customarily or carsionably carried on deck may, at Ocean Carrier's option, sor of mange from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in other specest the Ocean Carrier's tall have the beard of the polyciosito, of the Hages Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereed) and the terns of this Bill of Lading this Bill of Ladins

this Bill of Lading 16. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of

Is (LIVe Animas and Finite) with respect to the custody and currage of the animals and pants, all risks of loss of damage by perits inherent in or incluent to such currage shall be been by the Merkhant, and in all other respects the Ocean Currier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 13)(10) thereof) and the terms of this Bill of Lading. 17. (Valuable Goods) The Ocean Carrier shall not be liable to any extert for any loss of or damage to or in connection with precisions retails, stones, or chemicals, jewely, currency, negotiable instruments, securities, writings, documents, works of att, curios, heritorums, or any other valuable goods, including goods having particular value only for the Merchant theore meeting of the Goods by the Ocean or faland Carrier, the same is inserted on the force of the Bill of Ladine and whilting fravel for mode a non-indice and the same is inserted on the force of the Bill on the ladine responds theory mode a non-indice.

writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the face of this Bill or Lading and additional fright has been puid as required. **18.** (Benzy 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 ralis in his obligations under the preceding subpart (1) the Ocean Carrier and must 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 suffred by the Ocean Carrier.

Initiality suffered by 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 Feoten have merceived by the Ocean or failand Carrier, in letters and numbers not less than two incless high, together with the names of the port of discharge and palee of delivery. (B) In no circumstances shall the Ocean Carrier by with all less of the port of discharge and palee of delivery. (C) The Merchant Bettoen Have the responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers your breading and also in a line spects comply with all less and regulations in flow at the part of discharge or place of delivery. The Merchant shall indemnity the Ocean Carrier against all loss, durange or expresses resulting from inaccurary or incompleteness of the marks. (O) Cooks that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclanned goods not otherwise accounted for may be allocated for the paprose for completing delivery to the various Merchants of Goods of the carbon (b). The Ocean Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, lintan Carrier, connecting carrier or any other prabic advicture or the Merchant shall and the place designated by the Ocean Carrier's responsibility shall cease when the Goods in the curve of the part of discharge or place of delivery have been delivered to the Merchant, failand Carrier's isotantises accurated by or on behalf of the Merchant (1). The Ocean Carrier's responsibility of by or on behalf of the Merchant (1). The Ocean Carrier's responsibility of by or on behalf of the Merchant (1). The Ocean Carrier's state the cargo of the birty of the Ocean Carrier's responsibility. (C) Intervent Carrier's that the place designed by the Ocean Carrier's notantees respecked by or on behalf of 19. (Delivery by Marks) (A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance

packed by or on behalf of the Merchant (1) The Ocean Carrier shall only be responsible for delivery of the total 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 lead's 2 days prior to the 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 seal 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 shall not be responsible for any loss or damage resulting from such delivere (d) Di the Gooth Naw been packed into a container by the Ocean Carrier shall unpack the container and deliver is otherwise and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier the Goods may be delivered to Merchant in the container, which case if the container is discharged, and the all the Ocean Carrier's 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 Merchand desiring to avail himself of the option as expressed must give notice in writing to the Ocean Carrier at the first port of eall named in the option at least 48 hours prior to the Vessl's arrial 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. (P) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any custom ce agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party. **21. (On-Carriage and Forvarding**) (A) Whether arranged beforehand or not, the Ocean Carrier (B) The Ocean Carrier may under any circumstances whatosever discharge the Goods or any part of them at any port or place for means of transport by water, Lind or air, whether or not owned or operated by the Ocean Carrier, (B) The Ocean Carrier may under any circumstances whatosever discharge the Goods or any part of them at any port or place for the Ocean Carrier may the states whatosever discharge the Goods or any part of the mate any port or place for the Ocean Carrier mater and the mater contrary that the content part of the mater any port or place for the Ocean Carrier mater and the mater of the Ocean Carrier (B) The Ocean Carrier mater and the mater of the Ocean Carrier (B) The Ocean Carrier mater and the mater barrier content and part of them at any port or place for the Ocean Carrier mater and the mater of the Ocean and part of them at any port or place for the Ocean Carrier theory other theoremater of the Ocean and part of the mater and par

means of transport by water, land or air, whether or not owned or operated by the Ocean Carrier, (B) The Ocean Carrier may under any cicrumstances whatosver discharge the Goods are approt of the tat any port or place for transshipment and store them afloat or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscaried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Ocean Carrier's segmes, but the Ocean Carrier shall not be liable for any loos, damage, delay, or depectation atristif from such forwarding. (D) In care of Port-to-Port Transportation, transhipment of cargo, or neering of cargo from ports or inland points not including within the ship's timerary of the Ocean Carrier's strice, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier not its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Ocean Carrier of a founds carrier.

subsequent carrier notwittstuaming the issuance by the Vecan Carrer of a bit of italing receipt, of outer simpling document at a time or place proto to that a which the Goods are received by the Occan Carrier 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 hough thefore loading on a rate discharge from the Vescel, unless caused by the actual failet or privity of the Ocean Carrier. 23. (Line) Carrier is connection with this shipment, or any previous shipment, of Merchant, to both, which line shall sarvive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made. Carrier may sell at public action or private sale, upon 10 days written notice, registered mails from sales to an apply the net proceeds system with the sub terms or private sale, upon the vescel, upin 10 Merchant, the goods, wares and/or metchandse or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the netproceeds of such abit to the goment of the amount the Carrier. Any sensitis from such sale shall be termsenited to Merchant, and Merchant shall be liable for any deficiency in the sale. 24. (Freight and Charges) (A) Freight my be calculated on the basis to Cosol by the Coara or Inland Carrier, but the Coara Carrier for the parpose of ascertaining the actual particulars may ating in the sale. 24. (Freight and the charges) (a) Freight my be calculated on the basis or or Inland Carrier, but the Coara Carrier for the parpose of ascertaining the actual particulars may ating the freight charged and have which would have been due has the cornert. (11) the balance of freight between the freight charged and that which would have been due has the cornert (11) the balance of relight between the freight charged and that which would have been due has the correct details been given, plus (2) expenses incurred in determining the correct details, bits (3) as fingulated and ascertaind damages, an additi and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquided and ascertained damages, an additional sum equal to the correct freight. (B) Fall freight to the port of discharge or place of delivery shall be considered as completely earned on neceptor of the Goods by the Ocean Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Ocean Carrier shall be entitled to all freight and other charges due hereunder, whether actually plad or not and to crective and retains uch freight and charges under any tage. The foreign and other the Goods be hot or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Fall freight shall be paid on damaged or unsound Goods. (C) (Dhe Payment of freight and) charges shall be made in full and in eash without any offset, counter claim, or dechariom. Where freight is payable at the port of make in full and in eash without any offset, courser claim, or deduction. Where freight is payable at the port of discharge or place of delixery, such tripical and al other charges shall be paid in the currency mancel in this Bill of Lading, or, at Ocean Carrier's option, in other currency subject to the regulators of the fright conference concrence, if any or custom at the place of payment. (D) Goods one received by the Ocean Carrier cannot be taken away or disposed of by the Merchart except upon the Ocean Carrier's consent and after payment of full freight and compensation from any loss sustained by the Ocean Carrier fromy such taking away or disposed. [C] If the Goods are not available when the Vessel is ready to load; (1) The Ocean Carrier for one, (2) Unless the unvailability 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 (2). [The Merchan shall be liable for and shall indemnify the Ocean Carrier fraging studies, taxes, consular fees, and other charges between the Vessel may charges and Iosses sustained by the Ocean Carrier in connection with Goods, however caused, including the Merchant's failure to comply with laws and regulations of any pablic antityrin connections with the Goods, or failure to procure consular, Board of Health, or other connection with Goods, howoever caused, including the Merchart's failure to comply with laws and regulations of any public anthority in connection with the Goods, or failure to procure consular, Boad of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods refused exportation or importation by any public authority. (G) If the Goame Carrieris 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 listelf 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, owner of the Goods and holder of this Bill of Landing shall be jointy and severally 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 Lading

tice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 25. (No An crowness of Gamma mark time two sum agamst Ocean Carriery (A) Unless notice of loss of damage and the general nature of such loss of damage be given in writing to the Ocean Carrier at the post 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 described in this Bill or Lading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been tronght within one year after delivery of the Goods on the deas when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time. an Carrier within such tim

26. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the 26. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extert of the Occan Carrier's hiability for loss of or damage to the Goods, the Merchani garees that the value of the Goods is the Merchani garees that the value of the Goods is the Merchani set invoice cost, plus freight and insurance premium, if paid. The Occan Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to the Goods with the Goods was caused during the part of the extendy or carriage to which the applicable version of the Hague Rules, which here JLS. (COSA is applicable be prokacego or unit in the applicable version of the Hague Rules, which whe ULS. COSA is applicable is an amount not exceeding US. \$500 per package or customary freight unit, unless the value (and nutree) of Goods higher than this amount has been declared in writing but Merchant before receipt of the Goods per apackage or cuiting value. Actin Arrier freight has been paid as rowind. If the Goods per apackage or logots which decapting the Such declared in writing the Merchant before neeping to the Goods per apackage or customary freight unit, unless the value (and nutree) of Goods the the Codes per apackage or customary freight has been paid as rowind. If the actual value of the Goods per apackage or unit exceeds which decaption units the splicable is and the splicable is and the Goods per apackage or unit exceeds which decaption units the splicable is applied to the splicable is applied to the Such decaption units the splicable is applied to the Such decaption units the splicable is applied to the Such decaption units the splicable is applied to the Such decaption units the value shall of the Such decaption units the value shall of the Such decaption units the value for the Such dec Goods by the Ocean Carrier and inserted on the race of tims into i Lading and extra reegm tas 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. Any partial loss or dumage shall be adjusted por rata on the 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 top any compensation. (2) Where the carego 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 parpose of the application of the limitation of liability provided for in this article.

27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any por 27 (Contrar Average: New Jason Causso (1A) Contral average small or adjusted, states and settles at any port or place as the Ocean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters more 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 adjustment and in the Goods and avay states and avages and average statement shall be prepared by the adjustment and average statement shall be prepared by the adjustment and any other adjustment and average statement and avage and special charges there and any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean Carrier for adjustment and on a cacdent, damage, damage, and special charges thereon and are commencement of the wayage, resulting fram any cause whatsoever, whether due to negligence or not for which of accord for submit of the Outer Carrier for the previous of the Outer State State Outer State State Outer State S commensement of the woyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which the Ocean Carrier into responsible by statuse, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any scarffices, loss, or expenses of a general average nature that may be made or incurred, and shall gue stabuge and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, subges shall be pair for as fully and in the same memore as if sub-tabulget ability beneford to stranges 28, 00th the Blane Collision). If the Vessel comes into collision with another ship as a result of the regligence of the other ship and any set, neglesct, or default of the Master, mainer, pilot, or servants of the owner of the Vessel in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier or the other ship or the management of the Vessel, the Merchant shall indemnify the Ocean Carrier or the other ship or the management of the Vessel, the Merchant shall indemnify the Ocean Carrier or the other ship or the strange of the Vessel, the Merchant shall indemnify the Ocean Carrier 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 or damage to his Goods or any claim whatsoever of the Which instand as such is an advant response as sets of a damage, or use closes in any clausi main sets of recovery or use Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recoveryde or recovered by the other or non-carrying ship or her owners a part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in lengue 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 contact stranding or other accident. 29. (Carriage of Metal Products, Lamber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to instel, e.l. or metal products, that the Goods when received were free from visible rast or moisture, (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible statis, disciontarion, mositum, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests a substitue bill of lading will be issued setting forth any notations as to the foregoing that may appare on the mat's or taily clerk's receipts 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 shill not be responsible for any such damage. 30. (Grain). Discharge of grain neceived by the Ocean Carrier is huld not be ensponsible for any such damage. 31. (Intermodel Transportation) (A) This Bill of Lading may be is port, on barges, and or lighters, or central read and the state the six and expense of the Merchant. 31. (Intermodel A) Transportation (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and Inland Carrier custody and carriage of the Goods by the hand Carrier are subject to the relevant laws, requirations, maint's matilian bill of lading are available from the

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

v.ccau os unandi carrere upon request. (19) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commerced as provided in the Inland Carrier's application tariff. Copies of the applicable tariff ar obtainable from the Ocean Carrier's application tariff. Copies of the applicable tariff ar obtainable from the Ocean Carrier's application tariff. Copies of the applicable tariff ar obtainable from the Ocean Carrier gon request. 33. (Swerahlity 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. (Ifinalaya Chane) All exceptions, exemptions defenses immunities, limitations on lability, privileges and a fill and and an application of the other applicable carrier of th 54. (Himalaya Clause) All exceptions, exemptions defress immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statue or for the benefit of the Carrier shall also apply to be benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to and for the benefit of the

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