

COMBINED TRANSPORT BILL OF LADING TERMS AND CONDITIONS

- . (Definitions) When used in this Bill of Lading (A) "Carrier" means Freightcan Global Inc... when Freightcan is acting as a principal, when non-vessel operating common carrier (NVOCC), as a ballee, or otherwise. (B) "Ocean Carrier" means the company or companies which perform the sea carriage of the goods, including any combined or through transport. (C) "Inland Carrier" means carriers (other than the Carrier) by land, by water ating common carrier (NVOCC), as a ballee, or otherwise. (B) "Ocean Carrier" means the or by air, participating in combined or through transport of the Goods, whether acting as carrier or bailee. (D) "Combined or Through Transport" or by at, participating in combined or through transport of the Good, whether acting as camire or baller, (ii) "Contin ned or Through Transport" means carriage of the Good from place of receipt from Merchant to place of delivery to Merchant ty the Camire place one or more inland Carriar.

 (ii) "Port-to-Port Transportation" means carriage of the Good, other fram combined transport. (ii) "Merchant" means the shipper, consigner, counter, and receiver of the Goods and the folder of this till of lading, both individually and colicit-vely, and joinly and eventally. (ii) "Cook" mean the cargo placehed on the less of the fill of lading, and the less container's), updied on the container's judgeled on third bed by or health of the Merchant, include the container(s) as well. (ii) "Vosted" includes the container's) judgeled on the fill and grant anythip, craft, lighter, barger or other means of transport that is substituted in whole or in part for that vessel, (ii) "Container" includes any conteiner (include any conteiner) factor, and the container's provides only container (include any conteiner) factor, and the container's provides only container's land, charter, really, recompleted tens, falled or anythe device and or interproperts of goods. (ii) "Libar on Resert" or similar swork endowed on this little of Lading means that the Goods have been loaded on bard the Vested or an in the activity of the Concording. including in the event of Combined Transport if the originating carrier is an Inland Carrier. "On Board" means that the Goods have been loaded or board rail cars or other means of Inland carriage or are in the custody of an Ocean Carrier or an Inland Carrier. (K) "Subcontractor" include stevedores, longshoremen, lighterers, terminal op ators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other lega entity which performs services incidental to the carriage of the Goods. (L) "United States" or "U.S." means the United States of America.
- (Que e Paramount) (A) insofar as this Bill of Lading covers carriager of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Rage-Visity Mars", numely the International Conventions for Unification of Certain Mars Relating to Bills of Lading, dated at Brussler, August 25, 1954, as a remotified (including, where execute, the Protocol dated as Brussler, Falany 23, 1958, kernames for Verby Marsl.), as reacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise compulsorily applicable, the Hague-Visby Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination or is otherwise compulsorily applicable, the terms of the Hague-Visby Rules as enacted by the Convention shall apply. (B) If this Bill of Lading cover Goods moving to or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States are foreign trade, then carriage of Goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, as amended (Hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions States Carriage to stock or years AL, 2506, as alreador (reclaims to 32, COSSA), the tenis of winch stall be included polarical relations 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 Cean Carrier and any other water carrier and as otherwise provided in this Bill of Lading.
- 4. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (CDGSA) of the United States of America applies, this contract is to b governed by United States Law and actions against Freightan may be instituted only in the competent Courb in the United States. In all other cases this bill of lading is governed by the laws of Canada and of the growner in Canada in which the Courbon principal place of business and actions against Freight name by behaltstuded by the Eccurb of the Province of Outside, Canada, or in the Federal Canada Canada Canada.
- 5. (Limitation, etc.) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, exemption from, or limitation of or on liability authorized by the applicable laws, statutes, or regulations of any country as set out in this bill of lading or in the CIFFA Conditions. In all cases, in the event more than one limitation of or on liability should apply, the Carrier is entitled to the lowest limitation
- 6. (Sub-Contracting) (A) The Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carriage of the Good ever undertaken by the Carrier in relation to the Goods. (B) Merchant warrants that no claim and any and all duties whetevoer undertaken by the Carrier in relation to the Goods. (II) Membrant warmen but no claimshall be made against any subcontractor for defending paragraph (1)) or not absorbance they off or whom are referred to a subcontractors, In 6e Eurife, except interest Carrier, where otherwise appropriates, that impose or at temple to impose upon any off mem or any vased owned or operated by any off ferm any substitution of the contractors. In the Goods, and, if any such claims bull nevertheless be made, to inderring the Carrier again it and carrier, and if such claims. (I) Without projutice to the foregaing, every subconstants of wall have the benefit of all provisions in this fill of Lading for the benefit of the carrier as if such provisions were expressly for the subconstantor's benefit. In entering into this contract the Carrier, to the extent of those provisions, does not not only on the own benefit of business, contracting into the contract the Carrier, to the extent of these provisions, does not not only on the own benefit of businesscentractors.
- 7. (Route to Transport) (A) The Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or stay at any port or place in or out of the direct, advertised, or customary route, onc or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (Q The Vessel shall have liberty, either with or or more dries and in any order, and/or to control collegate any port or piace whether scheduled or not. (i) The Vessels shall have below, ne there wish not without the Good on those and wither before or after proceeding loved the port of delatives to adjust to compare or or other may algorithm instruments, make that this or lot each, of yorks, go to regain yeard, shift berefin, lake on find or street, emake or determinant or desimable any persons, carry controllation, oppositions, murist fore, was 'tike stores and hazardous cargo, sail with or without pilots, town to be towned, and save or attempt to safe life or property. (ii) If the Goods in whole or in parture for any reaso not carried on the Vessel named in this Bill of Lading, or If loading the Goods in whole or in parture for any reaso not carried on the Vessel named in this Bill of Lading, or If loading the Goods in whole or in parture for any reason not carried on the Vessel named in this Bill of Lading, or If loading the Goods in whole or in parture for any reason not carried on the Vessel named in this Bill of Lading, or If loading the Goods in whole or in part. and notice to mechanically such safely the property of the Cooks and the Vessel and the Cooks in whole or in part. and notice to mechanically such safely the property of the Cooks and the Vessel and the Cooks and the Cooks in whole or in part. and notice to Mechanical southern who was a such as ship or ships may be substituted for the Vessel named in this Bill of Lading, whether or not the substitute ship is owned or operated by the same or another Ocean Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading. (F) Any action taken by the Carrier under this paragraph 7 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. 8. (Responsibility) (A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Carrier shall not be responsible for loss of
- ore loading or after discharge. "Loading" shall be deemed to commence with the hooking on the vessel's tackle, with the receipt of the Goods on deck or in the hold or (if the Goods are in bulk liquid) in the vessel's permanent or, if not using the vessel's tackle, with the re or, if not using the vesse's bacif, with the receipt of the Goods not exist or in the hold of if the Goods are in kill kips(ii) in the vessel's permanent page commentors. Using "visit and became the order of the vessel's permanent page commentors, and the condition where we will be the comment of the vessel's permanent page commentors. (iii) indicate as the till of Lading is used for combined transport of the Goods, the responsibility of the Currierative Transport of the Condition that the Condition of the Cond at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague-Visby Rules as provided in paragraph 2. (2) Save as indicated (C)(1) above, with respect to loss or damage caused during the handling, storage or carriage of the goods by any subconti actor, to the extent to which such subcontractor would have been liable to the Merchant if hadding, stragger carriage of the goods by any subcontractor, to the cellent to which such subcontractor wad have been labels on the Merchant If the hadd made de active and separate contracts with the Merchant In region of such shading, its suppor carriage. If such having, stranger carriage, If such having, and the International Contracts for the International Contracts of Contracts for the International Contract, If such international Contracts for the International Contracts for Such International Contracts of Such International Contracts for Such International Contracts of Such International Con market or use, and the Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay; (f) 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 Merchant's reference, and the Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.
- 9. (Libertes) (A) in any shaptow whatover whether or not existing or anticipated before commercement of or during the transport, which in the judgment of the Carelle (relixeding for the papers). Come carrier, internal Carelle, as well as the Matter of the high and any present clarged with the transport or satisfacinging of the Goods) has given or is likely to give rise to larger, injury, loss, disky, or disubstances rather to the Vessel, the Carrier, a vehicle, any persons, the Goods or any property, or the reduced or is likely to reduce it in any way unsafe, impacticable, unsafe, or a price of the Carrier of the Meritant to commence or continue the transport or to discharge the Goods at the port of discharge or to discharge the Goods at the port of discharge or to discharge the Goods at the port of discharge or to discharge the Goods at the good of the Goods and the years the Carrier (I) at a starty mice shall be extended to ungoak the contemply; or otherwise despit on the Goods at the larges of the Goods are located as ungoak the Carrier of the Metchant; and only 2) before the Goods are located on the Vessel, a vehicle, or other memors of transport at the gize of ir repipt or port of loading, shall be entilled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Carrier at the risk and expense of the Merchant, and/or [3] if the Goods are at a place awaiting translapment, shall be entired to bermisse the bramport there and to store them at any place of decided by the Collere at them kind appeared for the Methan, and/er (a)! If the Goods we related on the Versel, a which, or other manner of transport whether a not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, and all exercises the collection of the port of discharge and the collection of the port of the the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the
- (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of wa ared or undeclared, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or canal, blockade prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its, congestion of port, wharf, sea terminal, or similar tes whether partial or general and whether or not involving employees of the Crimir or it, congestion of port, what, sa terminal, or initially civilize, abtence or desired, but of labor or feeling factoring, or delivery, or other handledge of the Goods, optioner or desires, but on the control of the Condition o

- ription and Particulars of Goods) Any reference on the face of this Bill of Lading to marks. sure, nature, kind, value, and any other particulars of the goods, is as furnished by the Merchant. The Carrier shall not be responsible for the accuracy of the Merchant shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of an
- iner) When the Goods is not already packed into a container at the time of receipt by the Carrier, the Carrier shall be at liberty to pack and
- 12. [Ocan Carrier's Container] (A) The Merchant assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Ocan Carrier's containers and other equipment if the loss or damage is caused or occur, while in the possession or commod of the Merchant, bit a gamb, or common carriers engaged by or on behalf of the Merchant. (B) The Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Carrier harmless from, any dash of or injust no persons, or loss of or damage to properly, caused by the Ocan Carrier's container or its continue shall not not carried to the Carrier harmless from any dash of or injust no persons, or loss of or damage to properly, caused by the Ocan Carrier's container or its continues while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant
- 13. (Container Packad by Merchant) if the cargois in a container packed by or on behalf of the Merchant, (A) This Bill of Ludrigh prime foice eddence of the receipt only of the number on the face of this Bill of Ludrigh. The condition and particulars of the contents are unknown to the Currier, and the Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrant: (1) that the Isoswape of the containers and the containers and the contents are said to the remarked proper, and (2) that the containers and the contents are said to be for harding and carriage in accordance with the term of the Bill of Luding including paragraph 1.6. In the cented of the Merchant's treach of any of these warrantes, the Merchant and not the former's hall be reproduced for, and the Merchant and not the Currier harding and paragraph 1.6. In the cented of the Merchant streach of any of these warrantes, the Merchant and not the former's hall be reproduced for any the Merchant and not the Currier harding forms, any residing is not or damage to persons or properly (including the Goods). (C) The Merchant shall import the container when it is furnished by or on behalf of the Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this BIII of Lading, unless the Merchant gives notice to the contrary, in writing, to the Carrier before the transport. (D) If the container is delivered after transport by the Coesa or Irland Currier with seals infact, such delayer shall be deemed to be full and complete references of the Carrier's obligation under this all of Lading, and the Carrier's ability of the Coesa or Irland Currier with income to the Coesa and Coesa or Irland Currier, and the chief to the Coesa and Coesa or Irland Currier, and the chief to the Coesa and Coesa or Irland Currier, and the chief to the Coesa and Coesa or Irland Currier, and the chief to the Coesa and Coesa or Irland Currier, and the chief to the Coesa and Coesa or Irland Currier, and Irland Currier, a s incurred therefrom shall be borne by the Merchant. (F) If any seal of the cont authorities for inspection of its contents, the Carrier shall not be liable for any resulting loss, damage or expenses
- 14. [Special Carriage or Container] (4) The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Carrier will text such Goods or container only as ordinary goods or dry container, respectively, unless (1) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Carrier and the Merchant (2) such special arrangements are noted on the face of this till of Lading, and (3) special frights as required has been paid. The Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (B) The 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 refrigeration or heating sachinery, insulation, ship's plant, or other such apparatus of the Vessel or container. (c) If the Goods have been packed into a refrigerated cor the Carrier or by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Carri the Carrier or by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchant is inserted in this fill of Lading, the Carrier or its subcontractor will set the therm static corrors within the requested temperature range but the Carrier does not against the maintenance of belief of the temperature inside the container. (I) If the open reviewed by the Order on Inland Carrier is a refrigerated container pecked 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 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 abiligation and Carrier does not guarantee the maintenance of the intended tempenous main liable the container.
- 15. (Dangerous Goods, Contraband) (A) The Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poison or dangerous nature only upon the Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application in accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (8) The Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or containing the Goods. (C) Merchant shall submit all docu distactly and permanently marked on the calcide of the package or continer containing the Gooth. (I) Minchant shall submit sall documents or certificates required in connection with such Goods by any applicable statute or regulation or by the Cartier or its subcontractors. (Ii) Whenever the Goods are found to decide the contraction of any place of any tip cartier or its subcontractors. (Iii) Whenever the Goods are found to be contracted or prohibitive by any law or regulation of any place during the transport, the Cartier shall be entitled to have such Goods rendered innocuous, therewore whenever the contraction of any place during the transport, the Cartier shall be entitled to have such Goods rendered innocuous, therewore whenever the supplies of a the Cartier's described without notice or compression, and the Merchinst shall beliable and indemnify the Cartier against say low, damage or liability, including loss of freight, and any other expenses directly or indexety strings and country or cartiage of such Goods. (Ii) The Cartier may exercise the right confered upon it under the preceding subgart whenever it is apprehended that Goods.

 (I) The Cartier has the right to impact the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and a consensed in the Merchant.
- 16. (Stowage 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 can on deck the 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 custom to the contrary notwitistanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelter deck enger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purpose including general average. (C) Lumber, earth moving equipment and all other Goods customanily or reasonably carried on deck carried on deck without further notice to Merchant and without liability to the Carrier for the risks inherent in or incident to su canced on ack whools mark receive to Mexicans has wistored assets by the starter for the risks interested in or incomes to such carriage, such on amongsthall not be confidented and death. Only in respect 100 date, for the containes and carried modes, and stated on the sell of slang to be sent all finish of 10 is not of image from perits inherent no r incident to the cataboly or carriage of such Goods shall be borne by the Merchant and in all respects the Carrier shall have the benefit of the proxisions of the applicable version of the Hegue Visby Rules (including U.S. COGSA, notwithstand state) in the carrier shall have the benefit of the proxisions of the applicable version of the Hegue Visby Rules (including U.S. COGSA, notwithstand state) in the received paid the term of this all of lading.
- 17. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inhe o such carriages hall be borne by the Merchant, and in all other respects the Carriers hall have the benefit of the provisions of the applicable version of the Hague-Vis by Rules (including U.S. COGSA, notwithstanding Section 1301(c) thereof) and the terms of this Bill of Lading.
- 18. (Valuable Goods) The Carrier shall not be liable for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry 2. (scalable obdox) in Carlon is already to the Carlon of all years of the Carlon o
- 19. (Heavy UT) (A) The weight of a single piece or package exceeding 2,2401bs. gross must be declared by the Merchant in writing before receipt by the Ocean or intend Carrier and must be marked denify and durably on the outside of the piece or package in letters and figures notifies statu housinche high. (B) if the Merchant his the deligations under the greeding subpart (1) the Ocean first him to reproduce for any of or demange to consoling on or demange to consoling the order shall not one property, and (3) Merchant shall be liable for resulting loss of or dismages to consoling the order property, and (3) Merchant shall indemsify the Carrier against any resulting loss, damage, or liability suffered by the Carrier or its subcontractors
- 20. (Delivery by Marks) (A) The 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 before they are received by the Ocean or Inland Carrier, in letters and numbers notice that the countries beginning to exceed the countries of the port of discharge and pace of disdivery. ((i) in no crumstures shall the forest pace of the port of discharge and pace of disdivery and countries the countries and the port of discharge and pace of disdivery in accordance with other than leading marks. (ii) The Merchant warrants that the marks on the Good, package or correspond to the marks shown on this Bill of adaign and lost in all respect comply with bless and regulations in free at the port of discharge or correspond to the marks shown on this Bill of adaign and lost in all respect comply with bless and regulations in free at the port of discharge or erregions on the rimans rooms on its fill life of bading and also in all respects comply with all lakes and regulation in force at the port of declarings levely. The Merchant shall indemn's the Carrier against all loss, durage or expenses resulting from inaccuracy or incompleteness of the codes that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any undained goods not otherwise accounted located for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, for
- 21. (Delivery) (A) The Carrier shall have the right to deliver the Goods at any time at the Vessels side, customhouse, warehouse, wharf, or any other place designated by the Carrier, within the geographic limits of the port of discharge or place of delivery shown on the face of this Bill of Lading. (8) The 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 Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Carrier's responsibility. (C) In case the cargo received by the Carrier is containers packed by or on behalf of the Merchant ners received. (2) the Carrier shall not be required to unpack the (1) the Carrier shall only be responsible for derivery of the total number of continents received, (2) the Carrier shall not be required to unquick the continent and deliver their contents in accordance with branch, markin, number, sumber, sim, by those of them or piece, (1) at the Carrier's discretion and upon the Merchant's request in writing to the Carrier at least 3 days part to the scheduled date of armial the of Viseas at the port of discharges containers may be unquicked and their contents delivered by the Carrier in accordance with the written request. In such a casel if these and of the containers is inhect at the time of unquicking all the Carrier's delivery and the Merchants shall be label for an appropriate adjustment of the feight and any additional carriages incurred. (1) the Cooks have been expected into a container by the Coarrier's delivery the Carrier's delivery and the Carrier's delivery and the carrier's descretion, and subject to prior arrangement between the Merchant and the Carrier's discretion, and subject to prior arrangement between the Merchant and the Carrier's descretion, and subject to prior arrangement between the Merchant and the Carrier the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Carrier shall not be responsible for any loss or damage to the contents of the container. (E) onal delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier or the Inland Carrier and if expressly st on the face of this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first por d in the option at least 72 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the option p r cal name in the option at least 24 most prior to the vester's arms littler, comervate the Guosti rate of earloans a tany or the option prior at Carmington, and the Carmin's proposability that the rease. (F) Ocean Carmin is not responsible to give notification, in writing or orthwase, either to Merch or others, of the arms, discharge or disposation of Guoda, any custom or agreement to the contrary notwiths training, and no half-stranding any notation the face of this Bill of Lading, concerning rotifications or a notify party.
- Goods whally or partly by the named or any other Vess 4, craft barge, or other means of transport by water, laind or air, whether or not owned or operated by the same subcontractor. (ii) The Currier may under any oricommunic management of the Construction of the Con or place of delivery, or if they be miscarried, they may, when found, be forwarded to their intended port of discharge or place of delivery at the Carrier ense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Port-to-Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not included within the ship's

- perary or the Ocean Carrier's service is to be at the sole risk and expense of the Merchant, and neither the Carrier nor its subcontractors shall be med to be the agent or principal of a prior or subsi rier notwithstanding the issuance by the Carrier of a bill of lading, receipt, or other ent at any time or place prior to that at which the Goods are received by the Ocean Carrier
- e) The Carrier shall not be responsible for any loss of or damage to the Goods arising from fire on or after discharge from the Vessel, unless caused by the actual fault or privity of the Carrier.
- 24. (Lien) (A) The Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, de 24. (Line) (I) The Carrier shall have a lie on the Goods, which hall survive deflower, for all freight, dead freight, demurzage, damage, loss, charges, seepenses, and any other some flookading casts, charges from the control of the Carrier shall be entitled to recover the deficit from the Merchant. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods without any or prior notice and at the sole risk and expense of the Merchant
- "25. (Freight and Charges) (A) The Merchant is liable to the Carrier for the payment of all freight actually owin "2.5. Programme (minute) (a) The Menchants is lable to the Carmer for the payment of all frieght actually outing and as no floading part on the strange, detention, customs impactions, etc.) incurred under this bill of lable gain days so I bald in impactive of whether frieght is marked as prepaid or collect and irrespective of the term of any contact of side or of any land without become that may east between included and Merchant interes in ministens to the post occurred by the bill of lading, (B) Frieght may be calculated on the basis of the particular of the Goods furnished by the Merchant, so that be deemed to have parameted to the Carmin the accuracy of the colonies, weight, measure, or value as furnished by him at the time of receipt of the Goods for bill the Carmin or package and cannine contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carmin but the Carmin for the purpose of accretizing the actual particulars may at any time and at the risk and expense of the Merchant copen the containing or package and cannine contents, weight, measure, and value of the goods. I cancel informed celebration of the contents, weight, measure, and value of the Goods, the Merchant shall be lable for and bound to pay to the Carmir (1) the balance of freight between the freight clauged and data which would have been due to the the correct decides been described. given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the given, pix (2) exponen incurred in determining the correct details, give (3) as liquidated and accrationed disruga, an additional sum equal to the converx fingfill. (5) it find finglish to pix of the disrubution or pixes and disrubution pix operated disrubution. The corrier shall be entitled to all freight and converted to the prepaid or to be collected at distrution. The Corrier shall be entitled to all freight and other charges due hereunder, whether a testally paid or red, and to receive and retain such frieight and disrupes under any orientmance, whether the levels and offer the Goods be four to not, or the vegage be belowing, Instrustrate, a charged and standord at any steps of the entire transit. It is frieight and charges shall be made in full and inches whithout any offerties, controlled or discharge or pixe and delineyer, such freight and offer charges shall be made in full and in cosh whithout any offerties. Our the religible to the discharge or pixe and delineyer, such freight and offer developes, that is all and laber drains which is the paid in the currency readed in this fill of lading, or, at Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom of the place of payment. (1) Goods doze received by the Coenn or intend Carrier currency between any or dispected of by the Merchant exception the Carrier's control and the place of payment in the count of the freight conference concerned, if any, or custom of the place of grayment. (1) Goods doze received by the Coenn or intend Carrier currency between any or dispected of by the Merchant exception for any is as statement and after payment of the life global and companion for any just sate intended of any statistics not local and the control of the place of grayment in the count of the place of grayment in the count of the place of grayment in the count of the place of grayment and the place 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 Irland Carrier to perform its obligations, dead freight shall be paid by the Merchant. (G) The Merchant shall be liable for and shall indemnify the Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by the Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regul any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The any paut, automitry in contection and in the doctor, and enter to procure custodal, pound to them out on their is actually part to excess.

 Meritant stall be label for return freight stand charges on any Good reduce exportation or or importation by any public and worker. (He if the Endorship content of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or recordinating, or otherwise require protecting or caring the Octom Carrier at its discretion may, by ladel or through subcontractors, and as agent for the Merchant, carry out such work at the risk
- 26. (Notice of Claimand Time for Suit against Currier) (A) Unless notice of loss or durange and the general nature of such loss or durange be given in writing to the Currier at the port of discharge or place of dislevely of the time of dislevely of the Goods or, if the loss or durange is not apparent, within a lady after delivery, the Goods shall be deemed not have been delivered and concline in this life is disagned, (8) The carrier is hall be discharged from all liability in respect of the Goods, including without limitation non delivery, misdelivery, delay, loss, or damage, unless suit has been brought within nine (9) months after delivery of the Goods or the date when the Goods were or should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served on Carrier within such time.
- 27. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the Carrier's liability for loss of or d 27. (Limitation of lability) (A) Sidgle to subject to labour (II) below for the purpose of determining the center of the Carrier's lability for loss of or damage to the Goods. In the Meritarist's net indirector, guite freight and inscriptor personal, if part to the Goods have Meritarist's net indirector, guite freight and inscriptor personal, if part Carrier shall not be liable for any loss of profit or any consequential loss. (II) insefers a feet one of or damage to or in connection with the Goods was caused during the part of the catalogy or carrieges to which the applicable various of the Heigen-Verlage (Ameritarist's Ameritarist's Ame 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 Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro 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 Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container of 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 article own on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the ap
- 28. (General Average: New Jason Classo) (A) General average shall be adjusted, steed and setfled at an yort or jaice at the Ocean Carrier's option and according to the Yeak Anteneys Bulker, 1974 and as to matter nod provided for by these Bulker, according to the Yeak Anteneys Bulker, 1974 and as to matter nod provided for by these Bulker, according to the Yeak Anteneys Bulker and Suppose of adjustment and in the occurrence of the part or an experiment shall be greated by the displactment of the displaced shall be greated as the displaced by the displaced shall be greated as the displaced by the Anteneda to the Gone Carrier and the displaced shall be greated as displaced by the Anteneda to the Ocean Carrier and the displaced shall be displaced by the Anteneda to the Ocean Carrier and the Anteneda to the Carrier and the Machanitar State S security to the Carrier immediately when requested by the Carrier, and the Merchant shall not be entitled to wait for the Carrier to furnish GA scurily to the Cardin Immediately when requested by the Carrier, and the Merchant shall not be entitled to wait for the Carrier to furnish GA security to the Occasion office, and the Carrier and Tail not be lable for any size, change or design to the Occasion size from the Merchant's delay for furnishing the GA security to the Carrier. (B) In the event of accident, danger, damage, or desather before or after commoncement of the supage, the case of the Carrier and the Carrier is not responsible by statute, 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 sarrifices, Isos, or openess of a general average to the payment of any sarrifices, Isos, or openess of a general average to that may be made or incurred, and shall pay salvage and special charges incurred in respect to the Goods. It is as lavege to this counter of a respect to the Goods. It is as lavege to this counter of the Carrier of the Goods and the Carrier of the Goods.
- 29. (Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglec or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier and the Ocean Carrier, as the case may be, 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 ant 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 g ship or her owners as part of their claims against the carrying Vessel or its owner. The foregoing provisions shall also apply where the ov carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where it 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 re
- 30. (Earningsof Metal Products, Lumber, Cotton) (A) The term "syparent good order and condition" when used in this Bill of Ladingdoes not mean.
 (1) with reference to iron, sted, or metal products, that the Goods when received were fire from stable nat or missture, (2) with reference to implement the condition of the condition of the wood produces, that the Goods when received were fire from widels task, doctoration, missture, shakes, hotes, 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 tha ay appear on the Ocean Carrier's bill of lading or on the mate's or tally clerk's receipt or similar document. (B) Description of the cotton cargo does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting therefrom. The Carrier shall not be
- 31. (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and or lighters, or deswhere, 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
- 32. [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 Chrier cuschy and carriage of the Goods by the Inland Chrier are subject to the releasnt laws, regulations, buffits and bill of Lading which are available from the Ocean or Inland Chrier upon request. (B) Claims by the Merchant against an Inland Chrier for loss or domage shall be given and subtractionmence day provided in the Inland Chrier's applicable bill offlading.
- 33. (Ocean Carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's applicable tariff which are obtainable from the Ocean Carrier upo
- verability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenfo
- 35. (Himalay Clause) All exceptions, exemptions, defence, immunities, limitations of liability, privileges and coordisons granted or provided by this Bill of Lading or by-spiticable until or by-institute or otherwise for the benefit of the Carrier shall also spally be and for the benefit of the Couns Carrier, the skips, he Master, offices and employees of the Ocean Carrier and the agents, offices and environment of the West and to and for the benefit of all partice performing residence in connection with the Goods as agent or constration or jobs—subcontractors of the Carrier (including, without limits tion, stevedors, terminal operation and agent) and the employee of each.
- 36. (Insurance) No insurance of transport, war, warehousing or other kinds will be arranged by the Carrier unless specifically requested in writing. If so, the premium will be for the account of the Merchant.