BILL OF LADING TERMS AND CONDITIONS

1.**Definitions**. When used in this Bill of Lading ("BOL"): (a) "Carrier" means the Carrier named on the face of this BOL and whose behalf this BOL was issued. (b) "Inland Carrier" means any carrier (other than the Ocean Carrier) participating in combined transport of the Goods, whether by land, air or inland water carriage. (c) "Combined Transport" arises if the face of this BOL indicates an inland place of receipt or place of delivery on the face hereof; "Combined Transport" refers to carriage which includes both Port-to-Port carriage and any form on inland carriage. (d) "Vessel" means and includes the ocean vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel, also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract. (e) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this BOL, the owner of the Goods or person entitled to the possession of the Goods, the freight forwarder and the servants or agents of any of these persons. (f) "Charges" includes freight and all expenses and money obligations payable to the Carrier in accordance with the applicable Tariff, this BOL and any further obligations due as per the customs of the port. (g) "Goods" means and includes the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Carrier. (h) "Container" means and includes any container, van, trailer, trans-portable tank, flat, platform, pallet or any similar article of transport. (i) "Person" means and includes an individual, corporation, partnership or other entity as the case may be. (j) "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

2. **Carrier's Tariff**. The Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff or tariffs on file with the Federal Maritime Commission or any other regulatory body which governs a particular portion of the Carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this BOL. Copies of the relevant provisions of the applicable tariff or tariffs may be obtained from the Carrier upon request. The terms of this BOL shall prevail if there is any conflict between the terms and conditions of such tariff or tariffs and the Terms and Conditions of this BOL.

3. **Non-Negotiability of This BOL/Carrier's Right to Deliver Goods**. This BOL shall be non-negotiable unless the Consignee named on the face hereof is described as "To the Order of" or as the "Order Party" or words to similar effect and the box marked "Negotiable" is checked on the face of this BOL. In the absence of such a description or the required check in the appropriate box, Carrier shall be entitled to deliver the goods to the named consignee or other person entitled to receive the Goods, without requiring production or delivery of an original of this BOL. This BOL shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this BOL has been negotiated or transferred for valuable consideration to a third party acting in good faith.

4. **Merchant's Warranties and Acknowledgment**. The Merchant warrants as follows: (a) he is or has the authority to contract on behalf of the person owning or entitled to possession of the Goods and this BOL. (b) The Goods placed by Merchant in any container are suitable for transportation in the container tendered. (c) If not packed by Carrier, that the Goods have been packed in a manner which is sufficient to protect the Goods from damage during the course of carriage by sea and without causing any danger to the Vessel or to other cargo aboard the Vessel. (d) The container supplied by Merchant, meets all applicable national or international safety standards and is fit in all respects for carriage by sea. (e) Merchant acknowledges that it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's BOL by virtue of the Vessel name(s) shown on the face hereof, and that agrees to be bound by the applicable tariff(s) and terms and conditions of that carrier. (f) Merchant further acknowledges that Carrier is not the actual ocean carrier and does not warrant that the vessel carrying the Goods is seaworthy. Merchant agrees that it shall not bring any claims for seaworthiness or unseaworthiness against the Carrier.

5. **Subcontracting and Indemnity**. (a) Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage under this BOL. (b) Other than the Carrier named in this BOL, no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, crane operators, watchmen, carpenters, ship cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable to Merchant with respect to the goods as carrier, bailee or otherwise howsoever, either in contract or in tort. If, however, it should be adjudged that any other person other than Carrier owes any responsibility with respect to the Goods, all limitations of the exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described. In contracting for the foregoing exemptions, limitations and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this BOL, said beneficiaries are not entitled to any greater or further exemptions, limitations or exonerations from liability than those that the Carrier has under this BOL in any given situation. (c) Merchant undertakes that no claim or allegation, whether arising in contract, bailment, tort or otherwise shall be made against any person other than the named Carrier, servant, agent, or Subcontractor of the Carrier, which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. (d) Without prejudice to the foregoing every such servant, agent, and Subcontractor shall have the benefit of all Terms and Conditions of whatsoever nature herein contained or otherwise benefitting the Carrier as if such Terms and Conditions were expressly for their benefit and, in entering into this contract, the Carrier, to the extent of such Terms and Conditions, does so on its own behalf, and on behalf of such Subcontractor.

6. **Clause Paramount**. All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). All carriage to and from other States shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the carrier.

7. **Carrier's Responsibility**. (a) "Port-to-Port" Carriage. If carriage under this BOL is designation on the face hereof as "Port-to-Port," Carrier shall be liable for the carriage of the goods from the time of loading at the Port of Origin to the time of discharge at the Port of Destination and after discharge from the vessel, during carriage to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Discharge. "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold or, if the Goods are in bulk liquid, in the vessel's permanent pipe connections. "Discharge" shall be deemed to have been occurred when the Goods are discharged and unhooked form the vessel's tackle, or otherwise off-loaded from the ship. Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be lawful "delivery" of the Goods by the Carrier to the Merchant and the Carrier shall not be liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities. If this BOL is designated as a "Port-to Port" BOL on the face hereof, the designation of the place of origin or place of destination on the face of this BOL is for the information of the Merchant only, and does not and shall not be construed to mean that Carrier is assuming liability for the loss of, damage to or delay in delivery of the Goods during this portion of the transportation. If Carrier has been requested by the Merchant to procure carriage carrier prior to loading on board or discharge from the Vessel, and the Carrier in its discretion agrees to do so, such carriage shall be procured by the Carrier as agent of the Merchant, and not as a carrier of the goods, and such carriage shall be subject to the Participating Carrier's contract and tariff(s). (b) "Combined Transport." If carriage under this BOL is designated on the face hereof as "Combined Transport," Carrier shall be liable for the carriage of the goods from the time of loading at the Port of Origin to the time of discharge at the inland destination described on the face of this BOL and any mandatory law which is applicable in the country where the goods are being transported. (c) Place of Loss Cannot Be Determined. If the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred in the course of inland carriage. (d) Effect of "Port" to "Port" Designation on This BOL. If this BOL is designated as a "Port-to-Port" BOL on the face hereof, the designation of the place of receipt and/or place of delivery on the face of this BOL is for the information of the Merchant only, and does not and shall not be construed to mean that Carrier is assuming liability for the loss of, damage to or delay in delivery of the Goods any portion of the transportation other than Port-to-Port portion of the transportation. (e) Extension of Rights Under This BOL to Participating Carriers. All domestic or foreign Carriers who are participating in the carriage of goods covered by this BOL shall be entitled to all the rights, defenses, exceptions from or limitations of liability and immunities of whatever nature referred to or incorporated in this BOL which are granted to the Carrier as herein defined, to the full extent permitted. However, nothing contained in this BOL shall be deemed a surrender by these carriers of any of their own rights and immunities or an increase of any of their limitations of and exonerations from liability under their own Bill(s) of Lading, tariffs or laws applicable or relating to said carriage. (f) Making of Pre or Post Carriage Transportation Arrangements. If Carrier makes any arrangements for transport of Merchant's goods by other carriers either before or after the period of carriage which is covered by this BOL, it is understood and agreed that Carrier is acting solely as agent of the Merchant in doing so, without any other responsibility whatsoever, and that it has not and does not assume any responsibility as a Carrier for such additional transportation.

8. **Merchant's Responsibilities.** (a) All persons falling within the definition of Merchant in paragraph 1(e) shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations and warranties undertaken by the Merchant in this BOL or required by law. The Merchant shall indemnify the Carrier against all loss, damage, expenses and fines, arising or resulting from any breach of these obligations and warranties. (b) Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorneys' fees and expenses arising from any breach of any of the warranties in this BOL and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible. (c) Merchant shall be liable for all loss at damage of any kind, including but not limited to contamination, soiling, demurrage and detention before, during and after the Carriage of property (including but not limited to Containers) of the Carrier or any person at vessel (other than the Merchant) caused by the Merchant or any person acting on its behalf or for which the Merchant is otherwise responsible. (d) Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear, pay and indemnify the Carrier against all duties, taxes, fines, imposts, expenses, damage, delay, attorney fees or losses (including, without prejudice to the generality of the foregoing Freight for any additional Carriage undertaken) incurred or suffered by reason thereof, or by reason of any illegal, incorrect, untimely or insufficient declaration, marking, numbering or addressing of the Goods or the discovery of any drugs, narcotics, stowaways or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty imposed by any country, and shall indemnify the Carrier in respect thereof. (e) If containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, odor free and in the same condition as received, to the point or place designated by the Carrier and within the time prescribed. (f) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of or damage to such Containers. (g) Any information on the front of this BOL relating to any invoice, export or import license, documentary credit, insurance certificate, order, contract or like matters is included solely at the request of the Merchant and is not verified by the Carrier. Any such information shall not constitute any declaration of value of the Goods and shall in no way increase Carrier's liability hereunder.

9. **Freight, Expenses and Fees**. (a) Freight owed for the carriage shall be payable based on particulars furnished by or on behalf of the Merchant. Carrier may at any time open the Goods or container(s) and, if the Merchant's particulars are incorrect, the Merchant and the Goods shall be liable for the correct freight and for any expenses incurred in examining, weighing, measuring, or valuing the Goods. (b) Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-returnable. (c) All sums payable to the Carrier are due on demand and shall be paid in full in United States currency or, at the Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery. (d) Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight items in the BOL and any Carrier invoices, the latter shall prevail. (f) All Freight shall be paid without any set-off, counterclaim or deduction whatsoever. (g) If Merchant fails to pay the Freight when due, he shall be liable for payment of simple interest at the rate of 12% per annum on any overdue amount from the date when the payment is due until payment in full, as well as reasonable attorney fees and expenses incurred in collecting any sums due to the Carrier. (h) Payment of Freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent, shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk. (i) Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the shipper or consignee or any other Person, then, in the absence of evidence of payment (for whatever reason) by such shipper, consignee or other Person when due, the Merchant shall remain responsible for the payment of such Freight, duties, fees, demurrage/detention, costs and expenses. (j) If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, and the terms and conditions applicable to any credit (Credit terms) are available from the Carrier or his authorized agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

10. **Description and Particulars of Goods**. Any reference on the face of this BOL to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

11. **Container Packed by Merchant**. If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant: (a) This BOL is prima facie evidence of the receipt only of the number of containers shown on the face of this BOL. The condition and particulars of the contents are unknown to Carrier and Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (b) Merchant warrants that (i) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (ii) that the containers and their contents are suitable for handling and carriage by sea. In the event of the Merchant's breach of any of these warranties, the Merchant shall be responsible for, and the Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or property (including the Goods). (c) Merchant shall inspect the container when furnished by or on behalf of Carrier, and the container shall be deemed to have been accepted by Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this BOL, unless the Merchant gives notice to the contrary to Carrier, inwriting, before the transport. (d) If the container is delivered after transport by the Carrier with seals intact, such delivery shall be deemed to be full and complete performance of Carrier's obligations under this BOL, and Carrier shall not be liable for any loss of or damage to the contents of the container. (e) Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as Carrier may deem necessary, and all expenses incurred therefrom shall be borne by the Merchant. (f) If any seal of the container is broken by customs or other authorities for inspection of its contents, Carrier shall not be liable for any resulting loss, damage or expenses.

12. **Special Carriage or Container**. (a) 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 Merchant, but Carrier will treat such Goods or container as ordinary goods or dry container, respectively, unless: (i) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Carrier and Merchant; (ii) such special arrangements are noted on the face of this BOL; and (iii) special freight charges as required have been paid. (b) Carrier shall not be responsible for the proper functioning of a special container supplied by or on behalf of the Merchant. (c) 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 machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (d) If the Goods have been packed into a refrigerated container by the Carrier, and the particular temperature range requested by the Merchant is inserted in this BOL, Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (e) If the cargo received by Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls properly. Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure to comply with this obligation, nor does Carrier guarantee the maintenance of the intended temperature inside the container.

13. **Carrier's Container**. (a) If Carrier provides Merchant with a container, Merchant assumes full responsibility for and shall indemnify Carrier against any loss of or damage to Carrier's container and other equipment if the loss or damage is caused or occurs while in the possession or control of Merchant, his agents, or common carriers engaged by or on behalf of Merchant. (b) Carrier shall in no event be liable for, and Merchant shall indemnify and hold Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by Carrier's container or its contents while in the possession or control of Merchant, his agents, or common carriers engaged by or on behalf of Merchant.

14. **Inspection of Goods**. Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open and/or scan any Package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, Carrier may, without notice to the Merchant (but as his agent only), take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this BOL. Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

15. **General Provisions**. (a) Carrier does not undertake that the Goods or any documents relating thereto will arrive or be available at any point or place at any stage during the carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any license, permission, sale contract, or credit of the Merchant or any market or use of the Goods, and Carrier shall under no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, Carrier's liability for delay shall in no event exceed two times the freight paid for the carriage. (b) Except as may be otherwise provided herein, after the Goods have been received by Carrier for ocean carriage, Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this BOL nor to instruct or require delivery of the Goods at other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever including, but not limited to, the exercise of any right of stoppage in transit conferred by Merchant's contract of sale or otherwise. Merchant shall indemnify the Carrier against all claims, liabilities, loss, damages, costs, delay, attorneys' fees and other expense caused to the Carrier, its Subcontractors, servants or agents or to any other cargo or to the owner of such cargo during the carriage which arises from any stoppage (whether temporary or permanent) in the carriage of the Goods, whether at the request of the Merchant, or in consequence of any breach by the Merchant of this clause, or in consequence of any dispute whatsoever in respect of the Goods (including, but not limited to, disputes regarding ownership, title, quality, quantity or description of and/or payment for the Goods) involving any party defined herein as the Merchant as between themselves or with any third party other than the Carrier. The liberties provided for in paragraphs 17 and 18 shall be available to Carrier in the event of any such stoppage.

16**. Route to Transport, Transshipment and Forwarding**. (a) The Goods may, at 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 or stay at any port or place in or out of the direct, advertised, or customary route, once or more often and in any order, and to omit calling at any port or place whether scheduled or not. (c) The Vessel shall have liberty, either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carry contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (d) If the Goods in whole or in part are for any reason not carried on the Vessel named in this BOL, or if loading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to Merchant of such sailing is hereby waived. Carrier may forward the Goods under the terms of this BOL on the next available ship or at Carrier's option by any other means of transportation, whether by land, water or air. (e) At Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named in this BOL, whether or not the substitute ship is owned or operated by Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this BOL. (f) Any action taken by Carrier under this Article shall be deemed to be included within the contract of carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Carrier be held liable in respect of such action, Carrier shall nevertheless be entitled to the full benefit of all privileges, rights, and immunities contained in this BOL. (g) Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store them afloat or ashore and then forward them by any means of transport. If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, the Goods, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense, but Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. In case of Port-to-Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not included within the Vessel's itinerary or Carrier's service, is to be at the sole risk and expense of Merchant, and neither Carrier not its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by Carrier of a BOL, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Carrier.

17. **Liberties**. (a) In any situation whatsoever which in the judgment of Carrier (including for the purpose of this subparagraph 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, loss, delay, or disadvantage of whatsoever nature to the Vessel, Carrier, a vehicle, a person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier or Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by Carrier, Carrier (i) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant and/or (ii) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled 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 Carrier at the risk and expense of the Merchant and/or (iii) if 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 Carrier at the risk and expense of Merchant, and/or (iv) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (iii) or (iv) above shall constitute complete and final delivery and full performance of this contract, and Carrier thereafter shall be free from any responsibility for carriage of the Goods. (b) If, after storage, discharge, or any actions according to paragraph 17(a) above, Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to paragraph 17(a), including delay or expense to the Vessel, and Carrier shall have a lien upon the Goods to that extent. (c) The situations referred to in paragraph 17(a) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, pandemic and public health emergencies, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage. (d) Carrier shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

18. **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 carried on deck, Carrier shall not be required to specially note, mark, or stamp any statement of "on deck stowage" on the face of this BOL, any custom to the contrary notwithstanding. (b) Goods stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes, including general average. (c) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inherent in or incident to such carriage. (d) If Goods not in containers are carried on deck, and are stated on this BOL to be so carried, whether or not carried on deck, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by Merchant, and Carrier shall have the benefit of the provisions of all applicable versions of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301(c) thereof) and the terms of this BOL.

19. **Dangerous Goods/Contraband**. (a) Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Carrier's approval of a written application by Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. If any such Goods are delivered to the Carrier without such written consent and/or marking, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant. Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods. Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere. (b) Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods. (c) Merchant shall submit to Carrier all documents or certificates required in connection with such Goods by any applicable statue or regulation. (d) If Carrier discovers that Goods have been tendered to it without compliance with paragraphs (a), (b), or (c) of this paragraph 19, or if it finds that the Goods are contraband or prohibited by any law or regulation of any place during carriage, Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without compensation, and Merchant shall be liable for and indemnify the Carrier against any loss, damage or liability, including loss of Freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (e) Carrier may exercise the right conferred upon it under the preceding paragraph 19(d) whenever it is apprehended that Goods received in compliance with paragraphs 19 (a), (b), or (c) above have become dangerous, even if not dangerous when received by Carrier.

20. **Live Animals and Plants**. All risks of loss or damage by perils inherent in or incident to the custody and carriage of live animals and plants shall be borne by Merchant, Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301(c) thereof) and the terms of this BOL.

21. **Valuable Goods**. Carrier shall not be liable for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the Goods have been declared in writing by Merchant before receipt of the Goods by Carrier, the same is inserted on the face of this BOL and additional Freight has been paid as required.

22. **Heavy Lift**. (a) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the 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 Merchant fails in his obligations under the preceding subpart (i) Carrier shall not be responsible for any loss of or damage to in connection with the Goods, (ii) Merchant shall be liable for resulting loss of or damage to any person or property, and (iii) Merchant shall indemnify the Carrier against any resulting loss, damage, or liability suffered by the Carrier.

23. **Delivery by Marks**. (a) Carrier shall not be liable for failure to deliver or delay in 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 Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (b) In no circumstances shall Carrier be responsible for delivery in accordance with other than leading marks. (c) Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this BOL and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. Merchant shall indemnify Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (d) Goods that cannot be identified as to marks or numbers, cargo sweeping, liquid residue, and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

24. **Delivery**. (a) Port-to-Port Shipment. (i) Carrier shall have the right to deliver the Goods at any time at the Vessel's side, customhouse, warehouse, wharf, or any other place designated by Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this BOL. (ii) Carrier's responsibility shall cease when the Goods have been delivered or made available for delivery to the Merchant, an Inland Carrier, a connecting carrier, or any other person entitled to receive the Goods on Merchant's behalf at the Port designated on the face of this BOL. Delivery of the goods to the custody of customs or any other public authority shall constitute delivery of the Goods to Merchant. (b) Combined Transport. If this Bill is for the Combined Transport of the Goods, Carrier shall deliver the Goods to the Consignee at the premises located at the destination described in this BOL or to any other premises designated by the Consignee during regular business hours. (c) In case the cargo received by Carrier in containers which have been packed by or on behalf of Merchant: Carrier shall only be responsible for delivery of the total number of containers received; Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes, types of items or pieces. Upon Merchant's request in writing delivered to Carrier at least 3 days prior to the scheduled date of arrival the of vessel at the port of discharge, Carrier may, but is not required to, unpack the container(s) and deliver its (or their) contents in accordance with the written request. If the seal of the container(s) is intact at the time of unpacking, (A) Carrier's obligations under this BOL shall be deemed to have been discharged, (B) Carrier may not be held responsible for any loss or damage resulting from such delivery and Merchant shall be liable for an appropriate adjustment of the Freight and any additional charges incurred. (d) If the Goods have been packed into a container by Carrier, Carrier may unpack the container and deliver its contents. If Merchant requests that the Goods be delivered in the container, and Carrier agrees to such delivery, delivery of the container with the seals intact shall be deemed to constitute full and complete discharge of Carrier's obligations under this BOL, and Carrier shall not and may not be held 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 Carrier and if expressly stated on the face of this BOL. Merchant desiring to avail himself of the option so expressed must give notice in writing to Carrier at the first port of call named in the option at least 48 hours prior to the vessel's arrival, otherwise the Goods shall be landed at any of the optional ports at Carrier's option, and Carrier's responsibility for the Goods shall be deemed satisfied. (f) 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 or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this BOL, concerning notification or a notify party. (g) If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or, if containerized, devanned and sent to a warehouse or other place, always at the risk and expense of the Merchant. If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien, and without notice to Merchant, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods. (h) At ports or places where by local law, authorities or custom, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent or likely, to delay the Vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the Vessel at the risk and expense of Merchant and Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Merchant and Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.

25. **Fire**. Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of Carrier.

26. **Lien/Sale of Unclaimed Goods**. Carrier shall have a lien on the Goods, which shall survive delivery, for all Freight, dead freight, demurrage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, attorneys' fees, and other fees for recovering the sums) chargeable to Merchant under this BOL and under any other contract for custody or carriage of the Goods and for general average contributions, to whomsoever due. The Carrier shall also have a lien against the current Holder on the Goods and any documents relating thereto for all sums due from him to the Carrier under any other contract. Carrier may foreclose the lien by selling the Goods without notice to Merchant privately or by public auction. If on sale of the Goods the proceeds fail to cover the amount due and the costs and fees incurred, Carrier shall be entitled to recover the balance owed from the Merchant.

27. **General Average/New Jason Clause**. General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjusters appointed by the Ocean Carrier. In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. Merchant agrees that it shall not bring any claims to recover its general average contribution from the Carrier.

28. **Both to Blame Collision**. If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

29. **Defenses to and Exclusions from Liability**. (a) Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by: (i) an act or omission of the Merchant or person acting on behalf of the Merchant other than the Carrier, its servant, agent or Subcontractor; (ii) compliance with instructions of any person entitled to give them; (iii) insufficient or defective condition of packing or marks; (iv) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on its behalf; (v) inherent vice of the Goods; (vi) strike, lock out, stoppage or restraint of labor, acts of god, from whatever cause, whether partial or general a nuclear incident; or (vii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence. (b) The burden of proof that the loss or damage resulted from one of the causes specified in paragraph 29(a) shall rest with the Carrier, provided, however, that if Carrier establishes that, under the circumstances of the case, the loss or damage could have resulted from one or more of the causes or events specified in clause 29(a)(iii), (iv), or (v), the Merchant shall have the burden of demonstrating that it was not so caused. The Merchant shall be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events. (c) Nothing in this BOL shall operate to limit or deprive Carrier of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner or operator of the Vessel upon which the Goods were carried.

30. **ISPS Code**. The Merchant must comply with the requirements of the ISPS Code. If the Carrier is held liable by any State Authority or any other third party the Merchant will indemnify and hold the Carrier harmless from any damages resulting from the violations of the ISPS Code by the Merchant. The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code in relation to the Merchant's Goods. The Carrier is entitled to deviate the vessel to a different port and to unload the Goods there if the authorities in the Port of Discharge have increased its level of security according to the ISPS Code after the Goods have been loaded. The Merchant undertakes to compensate any costs and expenses suffered by the Carrier because of a delay of the vessel resulting from a violation of the ISPS Code by the Merchant.

31. **Limitation of Liability**. If it is established that the Goods were damaged, lost or delayed while in the course of ocean transport and prior to delivery of the Goods to Merchant, or if the time of loss damage or delay cannot be determined, or during any other period during which Carrier is held compulsorily liable as a carrier under the applicable law, Carrier's liability shall be limited to $500 per package or customary shipping unit if US Carriage of Goods by Sea (COGSA) applies, to the minimum level of liability specified in the version of the Hague Rules which applies to the Carriage at issue, or to the higher level of liability declared on the face of this BOL, if such a declaration has been made and any additional Freight required paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If it is established or presumed that the Goods were damaged, lost or delayed while in the course of Inland Transport, Carrier's liability shall be limited to US$.50 per pound for goods being carried while in United States, or to such lower amount as may be specified in contract of carriage issued by the Inland Carrier for that portion of the transport, including any limitations and exceptions contained therein, if the amount is less, unless the blank for "Declared Value" on the face of this BOL has been completed and the appropriate ad valorem charges paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If it is established that Carrier is liable for the loss, damage or delay to the Goods, and that the loss occurred while in the course of Inland Transport in any country other than the United States, Carrier's liability shall be limited to such lower amount as may be specified in contract of carriage issued by the Inland Carrier for that portion of the transport, including any limitations and exceptions contained therein, unless the blank for "Declared Value" on the face of this BOL has been completed and the appropriate ad valorem charges paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Carrier shall under no circumstance be liable for indirect or consequential damages or loss of profits, whether or not foreseeable. Nothing in this BOL shall operate to limit or deprive the Carrier of any statutory protection, defense, exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country or which would have been applicable in the absence of any of the terms set out in this BOL. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel or other means of transport. When any claim is paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

32. **Notice of Loss/Time Bar**. Notice of loss or damage to or delay in the delivery of the Goods must be given in writing to the Carrier or its agent before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Notwithstanding the aforesaid, if a Container has been delivered to the Merchant, the Merchant must prove that the damage to or loss of the Goods did not occur during the period after delivery, when the Container was in the custody of the Merchant. Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within one (1) year after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. If such time period is found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall than apply but in that circumstance only.

33. **Force Majeure.** The Carrier shall not be responsible for any failure to perform its obligations under this BOL caused by events beyond its control, including but not limited to acts of God, quarantine, pandemic and public health emergencies, war, hostilities, warlike operations, embargoes, blockades, port congestion, strikes or labor disturbances, seaworthiness or unseaworthiness of the carrying vessel, regulations of any governmental authority pertaining thereto or any other official interference(s) with commerce arising from the above conditions and effecting the Carrier's operations.

34. **Governing Law, Jurisdiction and Venue**. This contract is governed by the laws of the United States of America, and any lawsuit arising under this BOL must be filed in the United States District Court for the Southern District of Florida. In case however the Carrier intends to sue the Merchant, the Carrier has also the option to file a suit at the Merchant's place of business, at the Port of Loading or at the Port of Discharge at Carrier's option.

35. **Validity**. If any provision in this BOL Terms and Conditions is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this BOL contract shall be carried out as if such invalid or unenforceable provision were not contained herein.