

BILL OF LADING TERMS AND CONDITIONS

Received by Carrier in external apparent good order and condition, with no visible damage unless otherwise stated; the number of containers, packages or other customary freight units to be transported to such place as agreed, authorized or permitted herein, and subject to all the terms and conditions appearing on the front and reverse of this bill of lading ("Bill of Lading" or "BOL") either written, printed or stamped or otherwise incorporated, the Merchant agrees to be bound in accepting this BOL and agrees to the terms and conditions of Carrier's subcontractors. In case of inconsistency regarding Carrier's liabilities and responsibilities between this BOL and Subcontractor's terms and conditions, the provisions contained in this BOL shall prevail. This BOL shall be non-negotiable unless made out "To Order." For non-negotiable bill of lading, the Carrier may deliver the Goods to the consignee, in its sole discretion, with or without the surrender of one signed bill of lading duly endorsed to Carrier's agent at port of discharge.

(1) **CLAUSE PARAMOUNT.** All carriage under this BOL 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 BOL 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.

(2) **DEFINITIONS:**

2.1 "Ship" (also "Vessel"): the vessel named in this BOL, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract.

2.2 "Carrier" means the Carrier named on the face side hereof, the Vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, and any substitute Carrier whether the owner, operator, charterer or Master shall be acting as charterer or Bailee;

2.3 "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 and the servants or agents having beneficial interest in the cargo and acting on behalf of any of these including, but not limited to, freight forwarders, and their principals, all of whom shall be jointly and severally liable to the Carrier for the payment of all freight, demurrage, detention, charges, damages incurred by the Carrier as a result of this shipment and for the performance of the obligations of any of them under this BOL and the charter party described in the face of this BOL.

2.4 "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this BOL.

2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 "Carrier's container or carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.

2.7 "Goods" mean the cargo described on the face of this BOL and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

2.8 "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this BOL.

2.9 "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.

2.10 "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.

2.11 "Person" means and includes an individual, corporation, partnership or other entity as the case may be.

2.12 "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

(3) **SUBCONTRACTING:** Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every servant, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, subcontractors, or other persons who shall be deemed to be parties to this contract. Merchant warrants that no claim shall be made against any Subcontractor of Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Carrier against all consequences of such claims.

(4) **ROUTE OF TRANSPORT:** Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. The Ship shall have the liberty, either with or without the goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. 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. 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. Any action taken by Carrier under this paragraph shall be deemed to be included within the contract of carriage and such action,

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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. 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 nor 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.

(5) HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the goods at the place designated for delivery.

5.2 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, or 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), elect to: (a) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, (b) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient, (c) deliver the goods at the place of delivery, or (d) 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. Carrier shall be free from any responsibility for carriage of the Goods. 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. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 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 including delay or expense to the Vessel, and Carrier shall have a lien upon the Goods to that extent.

5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the goods or the ship 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 Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

(6) CARRIER'S LIABILITY:

6.1 Carrier's responsibility and/or liability shall be limited to the period when the Carrier has custody of the Goods. Carrier shall not be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damages resulting from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused.

6.2 If it is established that the loss of or damage to the goods occurred during sea carriage to and/or from the United States or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this BOL.

6.3 Notwithstanding Section 1 of this BOL, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: (a) cannot be departed from by private contract to the detriment of Merchant, and (b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable, (c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount provided in accordance with Section 7.1 of this BOL.

6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.

6.5 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.

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6.6 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

6.7 The defenses and limits of liability provided for in this BOL shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

(7) COMPENSATION FOR LOSS AND DAMAGE:

7.1 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.

7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.3 If the value of the goods is less than US \$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent 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 the Carrier or Inland Carrier, the same is inserted on the face of this BOL and additional freight has been paid as required.

7.5 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.

7.6 Carrier will not arrange for insurance on the goods except upon express instructions from the Merchant and then only at Merchant's expense and presentation of a declaration of value for insurance purposes prior to shipment.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS: Carrier is required by the U.S. government for transmitting information to U.S. Customs prior to lading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion. Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct and Merchant shall indemnify Carrier against all claims, penalties, losses, damages or expenses including attorney's fees arising from any inaccuracy. In compliance with the SOLAS Container Weight Verification Requirement ("SOLAS"), Merchant shall verify the container's weight and state accurately in the shipping document, using the applicable methods prescribed by SOLAS. The Merchant should bear the cost of such weight verification. No estimate is allowed.

(9) CARRIER'S CONTAINERS: If goods are not received by Carrier already in containers, Carrier may pack them in any type container. 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. 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 being handled by or in the possession or control of Merchant, his agents, or common carriers engaged by or on behalf of Merchant.

(10) CONTAINER PACKED BY MERCHANT: If Carrier receives the goods already packed into containers:

10.1 This BOL is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;

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10.2 Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;

10.3 Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact and Carrier shall not be liable for any loss of or damage to the contents of the container; and

10.4 Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and

10.5 Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use.

10.6 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.

(11) DANGEROUS GOODS:

11.1 Merchant may not tender goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must accurately identify 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. 11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If Carrier discovers that Goods have been tendered to it without compliance with paragraphs 11.1 and 11.2, or if it finds that the Goods are contraband or prohibited by any law or regulation of any place during carriage, or if the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without compensation to Merchant, 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..

(12) DECK CARGO: Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck stowage" on the face of this BOL and goods so carried shall constitute under deck stowage for all purposes including General Average. 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. 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. Except as otherwise provided by any law applicable to this contract, if this BOL states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) HEAVY LIFT:

13.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss, damage or liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss, damage or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with such laws or regulations.

(14) DELIVERY:

14.1 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 on 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.

14.2 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.

14.3 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 of the 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.

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14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 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.

14.9 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.

14.10 If goods should remain in Carrier's custody after delivery has been made available to Merchant, its agents or contracted carriers or has been deemed made pursuant to the provisions above, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(15) NOTICE OF CLAIM: Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery. The notice must clearly specify the damage. 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.

(16) FREIGHT AND CHARGES:

16.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and or value of the goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

16.2 Freight shall be deemed earned on receipt of goods by Carrier and shall be paid and non-refundable, the goods lost or not lost, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this BOL, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be

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deemed payment to the Carrier. 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. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods. 16.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

16.4 Merchants shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the front of this BOL has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

16.5 Merchants shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this BOL or of any statutory or regulatory requirements.

(17) LIEN:

Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant, which shall survive delivery, for all claims, freight, dead freight, demurrage, detention, damages, losses, charges, expenses or advances including costs, customs fees, attorney's fees, and other fees for recovering the same 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 incurred by Carrier in connection with any shipments of Merchant. 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.

(18) DEFENSES TO AND EXCLUSIONS FROM LIABILITY, TIME BAR.

18.1 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; (vii) 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. or (viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence. The burden of proof that the loss or damage resulted from one of the causes specified in this paragraph 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 18(1)(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. 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.

18.2 TIME BAR: 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. The time bar for overcharge claims shall be 36 months. 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.

(19) LAW AND JURISDICTION: The U.S. District Court in the Middle District of Tennessee shall have exclusive jurisdiction over any dispute arising from the carriage evidenced by this BOL. Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. 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. Except as otherwise provided in this BOL, the laws of the State of Tennessee shall apply.

(20) GENERAL AVERAGE:

20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier.

20.2 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.

(21) BOTH-TO-BLAME COLLISION CLAUSE: 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

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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.

(22) CARRIERS' TARIFFS: This BOL is subject to the Carrier's applicable tariff which is incorporated herein and copies of which are obtainable from the Carrier upon request. In the case of inconsistency between this BOL and the applicable tariff, this BOL shall prevail.

(23) PERISHABLE CARGO: 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. Carrier shall not be responsible for the proper functioning of a special container supplied by or on behalf of the Merchant. 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, ventilation 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. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier. Carrier does not guarantee the maintenance of the intended temperature inside the container. 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. Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

(24) SEVERABILITY: The terms of this BOL shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(25) VARIATION OF THE CONTRACT: No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.

(26) 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, 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. At Carrier's option, cargo in transit may be routed to a different discharge port or destination for delivery. Any additional cost associated with this arrangement shall be for the account of cargo. Alternatively, the carrier reserves the right of canceling or suspending any or all the obligations under this BOL. All other provisions of the carrier's BOL shall apply and upon cessation of Force Majeure events, the remaining obligations shall resume. If the events last more than thirty (30) days from the date the Carrier invoked this Clause, it shall have the right to terminate all or part of this BOL by giving notice to the other party.

(27) 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.

(28) MERCHANT'S WARRANTIES AND RESPONSIBILITIES.

28.1 All persons falling within the definition of Merchant 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. 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 obligations and warranties in this BOL and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

28.2 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.

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28.3 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 in this BOL shall be available to Carrier in the event of any such stoppage.

28.5 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.

28.6 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.

28.7 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.

28.8 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.

28.9 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.

(29) CARRIER'S RESPONSIBILITY.

29.1 "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 from 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).

29.2 "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.

29.3 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.

29.4 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.

DATED: 05/30/2024