# FESCO OCEAN MANAGENENT LIMITED Bill Of Lading Terms and Conditions

The Ocean Carrier or Inland Carrier has received from the Merchant the Goods (or the containers or packages said to contain t he Goods), in apparent good order and condition unless otherwise indicated, to be carried subject to all the terms on the face and back of this Bill of Lading from the place of receipt or port of loading to the port of discharge or place of delivery, there to be delivered. If required by the Ocean Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for the Goods. If duplicate originals of this Bill of Lading are issued, and if one of the originals is surrendered to the Ocean Carrier or its agents, then the others shall become void. None of the terms of this Bill of Lading can be waived by or for the Ocean Carrierexcept by express waiver signed by a duly authorized agent of the Ocean Carrier.

**1. DEFINITIONS**. When used in this Bill of Lading

(A) "Ocean Carrier" means Fesco Ocean Management Limited which performs the sea carriage of the Goods.

(B) "Inland Carrier" means a carrier (other than the Ocean Carrier) by land, water, or air, participating in Intermodal Transportation of the Goods, whether acting as carrier or bailee.

(C) "Intermodal Transportation" means carriage of the Goods under this Bill of Lading by the Ocean Carrier plus one or more Inland Carriers, from the place of receipt from the Merchant or its agent to the place of delivery to the Merchant or its agent.

(D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than Intermodal Transportation.

(E) "Merchant" includes the shipper, consignee, receiver of the Goods, booking party, customer of the carriage, freight forwarder, the holder of this Bill of Lading, and the owner of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person, all of whom shall be jointly and severally liable to the Ocean Carrier for the payment of all freight and charges, for all sums due by the Merchant to the Ocean Carrier under any other contract whether or not related to this Carriage, and for the performance of the obligations of any of them under this Bill of Lading.

(F) "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is in containers not provided by or on behalf of the Ocean Carrier, include the containers as well.

(G) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, barge, or other means of transport that is substituted, in whole or in part, for that vessel.

(H) "Package" includes containers, vans, trailers, transportable tanks, vehicles, pallets, crates and similar articles of transport.

(I) "Laden on Board" or similar words on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier; and in the event of Intermodal Transportation if the originating carrier is an Inland Carrier, means that the Goods have been loaded on board railcars or other means of inland carriage or are in the custody of a participating railroad or other Inland Carrier.

**2.** CLAUSE PARAMOUNT.

Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Hague Rules", namely the International Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels on August 25, 1924, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1968, known as the Visby Rules) as enacted in the country of shipment. When no such enactment is in force in the country of shipment (or is otherwise compulsorily applicable), the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination (or is otherwise compulsorily applicable), the terms of the Hague Rules as enacted by the Convention shall apply.

**3.** GOVERNING LAW AND JURISDICTION. Any dispute, controversy or claim arising out of or in connection with this bill of lading, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. Applicable law is the substantive law of England. The Rules for Expedited Arbitrations shall apply where the amount in dispute does not exceed USD 100,000. Where the amount in dispute exceeds USD 100,000 the Arbitration Rules shall apply. The Arbitral Tribunal shall be composed of a sole arbitrator where the amount in dispute does not exceed USD 400,000. Where the amount in dispute exceeds USD 400,000 the Arbitral Tribunal shall be composed of three arbitrators. The amount in dispute includes the claims made in the Request for Arbitration and any counterclaims made in the Answer to the Request for Arbitration.

4. LIMITATION OF LIABILITY; DEFENCES.

(A) Nothing in this Bill of Lading shall limit or deprive the Ocean Carrier of any exemption from liability, limitation of liability, or statutory protection authorized by the applicable laws, statutes, or regulations of any country.

(B) The defenses and limits of liability provided in this Bill of Lading shall apply in any claim against the Ocean Carrier, whether the claim is based upon contract, tort or otherwise.

5. SUBCONTRACTING; EXEMPTIONS AND IMMUNITIES OF SUBCONTRACTORS.

(A) "Subcontractor" means any person, corporation, or other legal entity that performs any of the Ocean Carrier's obligations under this Bill of Lading, including but not limited to subcarriers, stevedores, terminal operators, warehousemen, truckers, and agents, and including the Subcontractor's own subcontractors.

(B) The Ocean Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage, or carriage of the Goods or any other duties undertaken by the Ocean Carrier in relation to the Goods.

The Merchant agrees to make no claim against any Subcontractor 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 connections with the Goods.

(C) The Merchant shall indemnify the Ocean Carrier against all consequences of claims by any Subcontractor against the Ocean Carrier relating to a claim by the Merchant against the Subcontractor.

(D) Without prejudice to the foregoing, in any claim by the Merchant against a Subcontractor regarding handling, storage, or carriage of the Goods, every such Subcontractor shall have the benefit of all provisions in this Bill of Lading as if such provisions were expressly for the Subcontractor's benefit, and in entering into this contract the Ocean Carrier, to the extent of these provisions, does so not only on its own behalf, but also as agent for the Subcontractors, all of whom will to this extent be deemed to be parties to the contract contained in or evidenced by this Bill of Lading.

6. RESPONSIBILITY FOR LOSS OR DAMAGE.

(A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods: The Ocean Carrier shall not be liable for loss or damage to the Goods caused before loading or after discharge of the Goods. In making arrangements for transportation, storage, or handling of the Goods before loading or after discharge, the Ocean Carrier acts only as the Merchant's agent and assumes no responsibility therefor. Pre-carriage and on-carriage of the Goods are at the risk and expense In making arrangements for transportation storage, or handling of the Goods before loading or after discharge, the Ocean Carrier acts only as the Merchant's agent and assumes no responsibility therefor. Pre-carriage and on-carriage of the Goods are at the risk and expense of the Merchant.

(B) Insofar as this Bill of Lading is used for Intermodal Transportation of the Goods :

The liability of the Ocean Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when it has custody of the Goods, and no carrier, either Ocean Carrier or Inland Carrier, shall be liable for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods must be made against the carrier having custody of the Goods when the loss or damage was caused.

(C) If the Merchant establishes that the Ocean Carrier is liable to the Merchant for loss of or damage to or in connection with the Goods, and subject to the provisions of this Bill of Lading, including Article 25: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, the Ocean Carrier's liability shall be governed by the applicable version of the Hague Rules (as provided in Article 2), and the Ocean Carrier shall have all exemptions from liability, limitations of liability, and protections provided therein. (2) Subject to subpart (1), with respect to loss or damage caused during the handling, storage, or carriage of the Goods by a Subcontractor, the Ocean Carrier's liability shall be the same as that which the Subcontractor would have had to the Merchant if the Subcontractor had made a direct and separate contract with the Merchant in respect of such handling, storage, or carriage. (D) If the Merchant establishes that an Inland Carrier is liable to the Merchant for loss of or damage to or in connection with the Goods, such liability shall be to the extent, but not further, to which the Inland Carrier would have been liable to the Merchant if it had made a direct and separate contract with the Merchant in respect to the handling, storage, or carriage of the Goods, as applicable.

(E) The Ocean Carrier does not undertake that the Goods will arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Ocean Carrier shall not be liable for any direct or indirect loss or damage that is caused by delay.

7. ROUTE OF TRANSPORT; TRANSSHIPMENT; FORWARDING.

(A) At the Ocean Carrier's discretion and without notice to the Merchant, the Goods may be carried as a single shipment or as several shipments, by the Vessel named in this Bill of Lading or by any other means of transport by land, water or air, whether or not owned or operated by the Ocean Carrier, and by any route, whether or not such route is the direct, advertised, or customary route.

(B) The Ocean Carrier may discharge the Goods or any part of them at any port or place for transshipment, store them afloat or ashore, and forward them by any means of transport.

(C) If the Goods cannot be found at the port of discharge or place of delivery, or if they are miscarried when found they may be forwarded to their intended port of discharge or place of delivery, but the Ocean Carrier shall not be liable for any loss, damage , delay, or depreciation arising from such forwarding.

(D) At the Ocean Carrier's option and without notice to the Merchant, another ship or ships may be substituted for the Vessel named in this Bill of Lading whether or not the substituted ship is owned or operated by the Ocean Carrier or arrives or departs before or after the Vessel named in this Bill of Lading.

(E) Actions the Ocean Carrier takes under this Article 7 shall be deemed to be included within the contractual carriage, and such actions or consequences resulting therefrom shall not be considered a deviation. Should the Ocean Carrier nevertheless be held liable in respect of such action, the Ocean Carrier shall be entitled to the full benefit of all limitations of liability, rights and immunities contained in this Bill of Lading.

8. LIBERTIES.

(A) In any situation, whether or not existing or anticipated before commencement of the transport which in the judgement of the Ocean Carrier (including but not limited to 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, or delay to the Vessel, any person, the Goods, or any property, or has made or is likely to make it unsafe, impracticable, unlawful, or against the interest of the Ocean Carrier or the Merchant to commence the transport, to continue the transport, to discharge the Goods at the port of discharge, or to deliver the Goods at the place of delivery, the Ocean Carrier shall be entitled: (1) to unpack the containers or otherwise dispose of the Goods in such manner as the Ocean Carrier may consider advisable, at the risk and expense of the Merchant, and (2) before the Goods are loaded onto the Vessel or other means of transport, to cancel the contract of carriage without compensation to the Merchant and to require the Merchant to take custody of the Goods and, upon its failure to do so, to store the Goods at a place selected by the Ocean Carrier, at the risk and expense of the Merchant, and (3) if the Goods are at a place awaiting transshipment, to terminate the transport there and to store the Goods at a place selected by the Ocean Carrier, at the risk and expense of the Merchant, and (4) if the Goods are on the Vessel or other means of transport to discharge the Goods or any part of them at a port or place selected by the Ocean Carrier, or to carry them back to the port of loading or place of receipt and there discharge them, at the risk and expense of the Merchant. After any action taken according to this subpart (A), the Ocean Carrier shall be free from any responsibility for further custody or carriage of the Goods.

(B) If after any action taken according to subpart (A) the Ocean Carrier makes arrangements to store, transship, or forward the Goods, it shall do so only as agent for and at the risk and expense of the Merchant, without any liability in respect of such agency. The Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extra freight, charges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel and the Ocean Carrier shall have a lien upon the Goods to that extent.

(C) The situations referred to in subpart (A) shall include but not be limited to those caused by the existence or apprehension of war, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or seaway, blockage, prohibition or restriction on commerce or trading, quarantine, sanitary or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Ocean 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, fire, bad weather, shallow water, ice, landslip, or other obstacles to navigation or transport.

(D) The Vessel shall have liberty to call at any port or place, whether 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.

(E) 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 compasses and other navigational instruments, make trial trips or tests, drydock, go to repair yards, shift berths, take on fuel or stores at any port, embark or disembark any person, carry contraband, explosives, munitions and hazardous cargo, sail without pilots, tow or be towed, and save or attempt to save life or property.

(F) The Ocean Carrier, in addition to all other liberties provided for in Article 8, shall have liberty to comply with others, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel, given by any actual or purported government or public authority, or by committee or person having under the terms of any insurance on the Vessel the right to give such order, direction, regulation or suggestion.

(G) Actions the Ocean Carrier takes under Article 8 shall be deemed to be included within the contractual carriage and such actions or consequences resulting therefrom shall not be considered a deviation. Should the Ocean Carrier be held liable in respect of such action, the Ocean Carrier shall be entitled to the full benefit of all limitations of liability, rights and immunities contained in this Bill of Lading.

9. DESCRIPTION OF PARTICULARS OF GOODS.

Any description on the face of this Bill of Lading of marks, quality, quantity, weight, measure, nature, value or any other particulars of the Goods is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such description and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions of particulars that he furnishes are correct, and the Merchant shall indemnify the Ocean Carrier against all losses, damages, expenses, liabilities and penalties resulting from inaccuracy of any description of particulars.

10. USE OF CONTAINER.

When goods are not already packed into a container at the time of receipt of the Goods by the Ocean Carrier or Inland Carrier, the Ocean Carrier or Inland Carrier shall be at liberty to pack and carry the Goods in any type of container.

11.OCEAN CARRIER'S CONTAINER.

(A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment of the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or other carriers engaged by or on behalf of the Merchant.

(B) The Ocean Carrier shall not be liable for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons or loss of or damage property caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his agents, or other carriers engaged by or on behalf of the Merchant.

(C) The Merchant is responsible for returning empty containers provided by the Ocean Carrier with interiors brushed and cleaned to the place of discharge or to the place otherwise designated by the Ocean Carrier, his servants or agents within the time prescribed by the Ocean Carrier's applicable tariff. Should a container not be returned within the prescribed time, the persons defined as Merchant in clause 1 shall be jointly and severally responsible for all resulting demurrage at the rates specified in the applicable tariff, together with any expenses incurred by the Ocean Carrier in seeking the return of the Container.

12. CONTAINER PACKED BY MERCHANT. If the Goods received by the Ocean Carrier or Inland Carrier is in a container packed by or on behalf of the Merchant:

(A) This Bill of Lading is evidence only of the receipt of the number of containers shown on the face of this Bill of Lading. The quality, weight and condition of the contents are unknown to the Ocean Carrier, which accepts no responsibility for the accuracy of those or any other particulars of the contents.

(B) The Merchant warrants: (1) that the stowage of the contents and the closing and sealing of the container is safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. If the Merchant breaches any of these warranties, the Merchant and not the Ocean Carrier shall be responsible for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any resulting loss or damage to persons or property (including but not limited to the Vessel and the Goods).

(C) The Merchant shall inspect each container before using it, and the Merchant represents that the container is in sound and suitable condition for the transport contracted for in this Bill of Lading.

The Ocean Carrier shall have no liability for loss of or damage to the Goods arising out of the unsuitability of the container if the unsuitability would have been apparent upon reasonable inspection by the Merchant at or before the time of packing the container.

(D) If the container is delivered by the Ocean Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Ocean Carrier's obligations under this Bill Lading, and the Ocean Carrier shall not be liable for any loss of or damage to the contents of the container.

(E) The Ocean Carrier and Inland Carrier shall have the right to open any container, whether packed by the Merchant or not, and to inspect its contents, without notice to the Merchant at such time and place as the Ocean Carrier or Inland Carrier may deem necessary, and at the risk and expense of the Merchant.

(F) If any seal on a container is broken by Customs or other authority for inspection of its contents, the Ocean Carrier shall not be liable for any resulting loss, damage, or expense.

13. SPECIAL CARRIAGE OR CONTAINER.

(A) The Ocean Carrier does not undertake to carry or store the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container or to carry or store any special container

packed by or on behalf of the Merchant, and the Ocean Carrier will treat such Goods or container only as ordinary Goods or dry container unless: (1) special arrangements for the carriage or storage of such Goods or container have been agreed to in writing between the Ocean Carrier and the Merchant, (2) such special arrangements are noted on the face of this Bill of Lading, and (3) special freight as required has been paid.

(B) The Ocean Carrier shall not be liable for any loss of or damage to Goods in a special hold or in a special container supplied by the Ocean Carrier, arising from latent defects, breakdown, or stoppage of the refrigerating or heating machinery, insulation, ship's plant or other such apparatus of the Vessel or container, provided that the Ocean Carrier before and at the beginning of the transport has exercised due diligence to maintain the special hold or container.

(C) The Ocean Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant.

(D) If the Goods have been packed into a refrigerated container by the Ocean Carrier or Inland Carrier, and the particular temperature range requested by the Merchant is inserted on this Bill of Lading, the Ocean Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the special container.

(E) If the Goods are received by the Ocean Carrier or Inland Carrier in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to properly stow the contents and set the thermostatic controls. The Ocean Carrier shall not be liable for any loss of or damage to the Goods resulting from the Merchant's failure in such obligation, and the Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.

14. DANGEROUS GOODS; CONTRABAND.

(A) The Ocean Carrier will carry goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous or dangerous nature only upon the Ocean Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the technical name of the Goods, the class and nature 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.

(B) The Merchant shall distinctly and permanently mark the technical name, class, nature and danger of such Goods on the outside of the package or container containing the Goods.

(C) The Merchant shall submit all documents or certificates in connection with such Goods required by any applicable statute or regulation, or by the Ocean Carrier.

(D) Whenever it is discovered that Goods have been received by the Ocean Carrier or Inland Carrier without compliance with subparts (A), (B) or (C) or that the Goods are contraband or prohibited by any law or regulation, the Ocean Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged or otherwise disposed of, at the Ocean Carrier's discretion and without compensation to the Merchant. The Merchant shall be liable for and shall indemnify the Ocean Carrier against any loss, damage or liability to persons or property, including loss of freight, and any other expense directly or indirectly arising out of the custody or carriage of such Goods.

(E) The Ocean Carrier may exercise the rights conferred upon it under subpart (D) whenever Goods received in compliance with subparts (A), (B), and (C) have become dangerous, even if not dangerous when received by the Ocean Carrier.

15. STOWAGE UNDER AND ON DECK.

(A) Goods in containers or vans or on flatracks, trailers, or chassis may be carried under deck or on deck. When such Goods are carried on deck the Ocean Carrier shall not be required to mark any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation.

(B) Goods stowed in any covered space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes.

(C) Lumber, heavy equipment, yachts, and all other Goods customarily or reasonably carried on deck may at the Ocean Carrier's option be carried on deck without notice to the Merchant and without liability of the Ocean Carrier for the risks inherent in or incident to such carriage. When such Goods are carried on deck the Ocean Carrier shall not be required to mark any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation.

(D) In respect of Goods (except in containers) carried on deck and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods on deck shall be borne by the Merchant, and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules and the terms of this Bill of Lading.

16. LIVE ANIMALS.

With respect to the custody and carriage of live animals, all risks of loss or damage from perils inherent in or incident to such carriage shall be borne by the Merchant, and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules and the terms of this Bill of Lading.

17. VALUABLE GOODS.

The Ocean Carrier shall not be liable for loss of or damage to or in connection with precious metals or stones, chemicals, jewelry, currency, negotiable instruments, securities, documents, works of art, heirlooms or any other valuable Goods, including Goods having particular value only for the Merchant, unless the Merchant has declared the nature and value of the Goods in writing before receipt of the Goods by the Ocean Carrier or Inland Carrier, the nature and value of the Goods have been inserted on the face of this Bill of Lading, and additional freight has been paid as required.

18. HEAVY LIFT.

(A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean Carrier or Inland Carrier and must be marked clearly and durably on the outside of the piece or package.

(B) If the Merchant fails in his obligations under subpart (A): (1) the Ocean Carrier shall not be responsible for any loss of or damage to or in connection with the Good, and (2) the Merchant shall be liable for and shall indemnify the Ocean Carrier against any resulting loss of or damage to any person or property.

19. DELIVERY BY MARKS.

(A) The Ocean Carrier shall not be liable for failure to deliver in accordance with marks unless such marks clearly and durably show on the outer Goods, package or container when the Goods are received by the Ocean Carrier or Inland Carrier, together with the names of the port of discharge and place of delivery.

(B) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port for discharge or place of delivery. The Merchant shall indemnify the Ocean Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks.

(C) Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for may be allocated for the purpose of completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight, or damage.

20. DELIVERY.

(A) The Ocean Carrier may at its discretion deliver the Goods at any time at the Vessel's side or at a customhouse, warehouse, wharf, or any other place at the port of discharge or place of delivery shown on the face of this Bill of Lading.

(B) Delivery of the Goods to Customs or other public authority shall constitute final discharge of the Ocean Carrier's responsibility.

(C) If the Goods received by the Ocean Carrier are in containers packed by or on behalf of the Merchant, the Ocean Carrier shall be responsible only to deliver the total number of containers received. The Ocean Carrier shall not be required to deliver the Goods in the containers.

(D) If the Ocean Carrier for its convenience has packed the Goods into a container, the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion and subject to prior arrangement between the Merchant and the Ocean Carrier, the Goods may be delivered to the Merchant in the container, in which case if the container is delivered with its seal intact the Ocean Carrier's obligations under this Bill of Lading shall be discharged, and the Ocean Carrier shall not be responsible for any loss of or damage to the contents of the container.

(E) The Ocean Carrier is not responsible to notify, in writing or otherwise, the Merchant or others of the arrival, discharge, or disposition of the Goods, any custom to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading that there is a notify party.

21. FIRE. The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising or resulting from fire even though before loading or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.

22. LIEN ON GOODS.

(A) The Ocean Carrier shall have a lien on the Goods, which lien shall survive delivery, for all freight, dead freight, demurrage, detention, damages, general average contributions, storages, charges, container per diem, expenses and any other sums (including costs and attorney fees for recovering the sums) due to the Ocean Carrier under this or any other contract of carriage by any of the persons defined as Merchant in Article 1. The Carrier may exercise his lien at any time and at any place at his sole discretion, whether the contractual carriage is completed or not. For the purpose of recovering the sums due, the Ocean Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant, at any time and at any place at the sole discretion of the Ocean Carrier. If proceeds of the sale of the Goods fail to cover the amount due and the cost and fees incurred, the Ocean Carrier shall be entitled to recover the deficit from the Merchant.

(B) If the Goods are unclaimed for a reasonable time, or whenever in the Ocean Carrier's opinion the Goods will deteriorate or depreciate, the Ocean Carrier may at its discretion exercise its lien or sell, abandon, or otherwise dispose of such Goods at the risk and expense of the Merchant.

23. FREIGHT AND CHARGES.

(A) Freight may be calculated on the basis of the description of particulars furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, quantity, weight, measure, value and other particulars as furnished at the time of receipt of the Goods by the Ocean Carrier or Inland Carrier. The Ocean Carrier for the purpose of ascertaining the actual particulars may open the container or package at any time at the risk and expense of the Merchant. In case of incorrect declaration of any particular, the Merchant shall be liable to the Ocean Carrier for: (1) the balance of freight, being the difference between the freight charged and that which would have been due had the correct particular been given, plus (2) expenses incurred in determining the correct particular.

(B) Full freight and charges to the place of delivery shall be completely earned upon loading of the Goods, whether the freight and charges are stated to be or intended to be prepaid or collected at destination. The Ocean Carrier shall be entitled to receive and retain all freight and other charges due regardless whether the Vessel or the Goods be lost, or whether the Ocean Carrier takes any of the liberties allowed in the Bill of Lading. Full freight and charges shall be paid on damaged on unsound Goods.

(C) The payment of freight and charges shall be made in full and in cash without any offset or deduction.

(D) Goods received by the Ocean Carrier cannot be taken away or disposed of by the Merchant except upon the Ocean Carrier's consent and after payment of full freight and charges due under this Bill of Lading.

(E) If the Goods are not available when the Vessel is ready to load, and unless the unavailability arises in the course of Intermodal Transportation and is caused by the failure of the Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant.

(F) The Merchant shall be liable for and shall indemnify the Ocean Carrier against: (1) all duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages, and losses sustained by the Ocean Carrier in connection with the Goods, including the Merchant's failure to comply with the laws and regulations of any public authority in connection with the Goods, or failure to procure consular, health or other certificates to accompany the Goods. The Merchant shall be liable for return freight and charges on any Goods refused exportation or importation by any public authority.

(G) If in the Ocean Carrier's opinion the Goods are in need of sorting, inspecting, mending, repairing or reconditioning, or otherwise require protecting or caring for, the Ocean Carrier at its discretion may, by itself or through Subcontractors, and as agent of the Merchant, carry out such work at the risk and expense of the Merchant.

(H) Any party performing forwarding services with respect to the Goods shall be considered the agent of the Merchant exclusively, and any payment of freight or charges to such party shall not be considered to be payment to the Ocean Carrier.

(I) The Merchant shall be liable for the Ocean Carrier's attorney fees and costs to collect any freight or charges owed under this Bill of Lading.

24. NOTICE OF CLAIM AND TIME FOR SUIT AGAINST OCEAN CARRIER.

(A) Unless notice of loss or damage to the Goods and the general nature of such loss or damage is given in writing to the Ocean Carrier at the port of discharge or place of delivery before or at the time of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described on the face of this Bill of Lading.

(B) The Ocean Carrier and the vessel shall be discharged from all liability in respect of loss or damage to or in connection with the Goods, including but not limited to liability for damage, non- delivery or misdelivery, unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served on and jurisdiction obtained over the Ocean Carrier within such time.

25. LIMITATION OF LIABILITY FOR LOSS OR DAMAGE. **(A)** Subject to subpart (B) below, for the purpose of determining the extent of the Ocean Carrier's liability (if any) for loss of or damage to the Goods, the Merchant agrees that the sound value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss.

(B) Insofar as loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules applies: (1) Neither the Ocean Carrier nor the Vessel shall be liable for loss or damage in an amount exceeding the minimum allowable limit per package or unit in the applicable version of the Hague Rules unless the value (and nature) of the Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of this Bill of Lading, and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the Ocean Carrier shall nevertheless be entitled to the declared value, and the Ocean Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been knowingly and fraudulently misstated, the Ocean Carrier shall not be liable to pay any amount. (2) Where the Goods have been placed into a container, van, trailer, transportable tank, pallet, crate, or similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or other articles of transport shall be considered to be the number of packages or units for the purpose of the application of the limitation of liability provided for in this Article 25.

(C) Subject to Article 6, insofar as loss of or damage to or in connection with the Goods was during the part of the custody or carriage to which the Hague Rules does not apply, the Ocean Carrier's liability shall not exceed US$2.00 per kilogram of the gross weight of the Goods lost or damaged or, alternatively, the value of such Goods, whichever is the lesser.

26. GENERAL AVERAGE; NEW JASON CLAUSE.

(A) General average shall be adjusted, stated and settled at the port or place of the Ocean Carrier's option and according to the York-Antwerp Rules, 1974, as amended, and as to matters not provided for by those 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. Average agreement or bond and such cash deposit as the Ocean Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, and any other additional securities as the Ocean Carrier may require, shall be furnished by the Merchant to the Ocean Carrier before delivery of the Goods.

(B) In the event of accident, danger, damage or disaster before or after commencement of the voyage, resulting from any cause, whether due to negligence or not, for which or for the consequences of which the Ocean Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrifices, loss or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Ocean Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship belonged to strangers.

27. BOTH TO BLAME COLLISION.

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, crew, pilot or agent of the Vessel or Ocean Carrier in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or liability incurred directly or indirectly to the other ship or her owners or operators insofar as such loss or liability represents loss of or damage to the Goods or any claim paid or payable to the Merchant by the other ship or her owners or operators and set off, recouped or recovered by the other ship or her owners or operators as part of their claim against the Vessel or the Ocean Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision, contact, stranding or other accident.

28. CARRIAGE OF METAL PRODUCTS; LUMBER; VEHICLES; BULK PRODUCTS.

(A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel or metal products, that the Goods when received were free from visible rust or moisture, or from nicks, dents or bends; (2) with reference to lumber, timber, plywood or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, warping, chaffage, breakage, or splitting; (3) with reference to vehicles (which include automobiles, trucks, rolling stock, tractors, and machinery) that the Goods received were free of scratches, dents, nicks, bends, holes or cuts; (4) with respect to cotton or cotton products that when the Goods were received the covering was sufficient, untorn, or in sound condition, or that there was no damage resulting from the condition of the covering. If the Merchant so requests, a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document.

(B) The Ocean Carrier shall not be liable for failure to deliver iron, steel, or metal products unless each piece and bundle is distinctly and durably marked and each bundle is securely fastened and tagged so that each piece and bundle can be distinguished at the port of discharge.

(C) When oil or other fluids are carried in bulk in the Vessel's tanks they shall be pumped into and out of the Vessel at the risk and expense of the Merchant: all appliances for putting in and taking out the fluid will be provided by the Merchant; and the pumping out of the Vessel's tanks shall be deemed to be complete delivery of all oil or other fluid delivered to the Vessel. With respect to such cargo, the Ocean Carrier shall not be liable for evaporation, spillage or other loss in weight, volume or contents and shall be liable only for leakage shown by the Merchant to be due to negligence, fault or failure on the part of the Ocean Carrier. Notwithstanding any provision in this Bill of Lading to the contrary, in the case of agreements or freight engagements for the transportation of liquid goods in bulk, the terms of the Bill of Lading in addition to the terms of said agreements or said freight engagements shall govern the relations between the Ocean Carrier and the Merchant. If there is any conflict between the terms of said agreements or freight engagements and this Bill of Lading, the terms of this Bill of Lading shall prevail.

29. INTERMODAL TRANSPORTATION.

(A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued, as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and Bill of Lading applicable to or issued by the Inland Carrier. Copies of the form of the Inland Carrier's applicable bill of lading are available from the Ocean Carrier or Inland Carrier upon request.

(B) Any claim by the Merchant against an Inland Carrier for loss or damage to or in connection with the Goods shall be given and suit commenced as provided in the Inland Carrier's applicable tariff and bill of lading.

30. OCEAN CARRIER'S TARIFF.

This Bill of Lading is issued subject to the Ocean Carrier's applicable tariff. A copy of the applicable tariff is obtainable from the Ocean Carrier upon request. In the event of inconsistency between this Bill of Lading and the applicable tariff, the terms of this Bill of Lading shall prevail.

31. SUPERSEDING CLAUSE.

All agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading.

32. TERMS OF THIS BILL OF LADING.

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