

BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS

1.1 "Vessel" means the intended ocean vessel on the front hereof and any vessel, craft, lighter or other means of conveyance by water which is or shall be substituted in whole or in part for such named ocean vessel, and also includes any other vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

1.2 "Carrier" means United World Line (OTI License Number 020340NF) its agents, and employees.

1.3 "Merchant" means the person(s) named as Shipper/exporter, Receiver, Consignor, Consignee, the Holder of this Bill of Lading, the owner of the Goods, and/or any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons and the principals of each such entity.

1.4 "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 Bill of Lading.

1.5 "Container" means any container, flat rack, pallet or other form of cargo-carrying unit or equipment referred to on the face hereof or in or on which any Goods may be unitized or otherwise packed or stowed when received by the Carrier for carriage hereunder or subsequent to such receipt.

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

1.7 "Place of Receipt," "Port of Loading," "Port of Discharge," and "Intended Place of Delivery" mean, respectively, the place of receipt, port of loading (Vessel), port of discharge (Vessel), and place of delivery nominated on this bill of lading.

1.8 "Goods" means the cargo received from the shipper/exporter and includes any Container(s) or materials supplied by or on behalf of any person other than the Carrier.

2. CARRIER'S RESPONSIBILITY

2.1 Carrier shall be responsible for the Goods and shall, subject to the terms of this Bill of Lading, be subject for loss of or damage to the Goods occurring after the Goods are delivered into Carrier's possession but prior to delivery of the Goods.

2.2 Subject to Sections 7 and 8 hereof the liability (if any) of the Carrier in respect of the Goods shall be determined as follows:

- A. if carriage is to or from the United States, in accordance with the Carriage of Goods by Sea Act of the United States of America as approved on April 15, 1936 ("COGSA");
- B. if carriage is to or from Brazil and a country other than the United States, in accordance with Brazilian Law No. 9.611/98 and Decree Law No. 5.276/2004 and regulations promulgated thereunder; and,
- C. if carriage is neither to or from the United States or Brazil, then in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, August 25, 1924 ("Hague Rules") as amended by the Protocol to amend the Hague Rules, February 23, 1928 ("Hague-Visby Rules"), whichever is made mandatorily applicable by the jurisdiction whose laws are applicable

to the carriage and, if neither is made mandatorily applicable, then by the Hague Rules of 1924. The foregoing laws and conventions shall be deemed to be incorporated herein.

2.3 The provisions of Paragraph 2.2 above shall apply from the time the Goods are delivered into Carrier's possession until delivery of the Goods, and regardless of the location of the Goods at the time the loss or damage is suffered; provided, however, that if Merchant proves the damage occurred while the Goods were in the possession, custody and control of Carrier but at a time other than during ocean transport and the jurisdiction in which the damage or loss is proved to have occurred has a national law or is party to an international convention governing liability for loss or damage to the Goods during other than ocean transport from which Merchant and Carrier may not depart by private agreement, then and only then will Carrier's liability be determined in accordance with such national law or international convention.

2.4 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 Carrier.

2.5 Save as provided in Paragraph 2.2 above, the Carrier shall be under no liability in any capacity whatsoever for loss or misdelivery of or damage to the Goods howsoever caused whether or not through the negligence of the Carrier, his servants or agents or subcontractors, or for any consequential or special damages arising from such loss or misdelivery or damage, or any direct or indirect loss or damage caused by delay, or for any indirect, consequential, or special loss or damage.

2.6 INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AT HIS EXPENSE AND LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO SHIPMENT.

3. CONTRACTING PARTIES

In agreeing to and accepting the terms of this Bill of Lading, the Shipper acts for himself and on behalf of each Merchant. The Shipper warrants to the carrier that he is entitled and is duly authorized by any other person who owns or is entitled to possession of the Goods and/or of this Bill of Lading to agree to and accept this Bill of Lading and to deliver the Goods to the Carrier and also in accepting endorsement or delivery hereof from the Shipper, Consignee or any other prior endorsee or holder and/or deliverer of the Goods confirms, ratifies and agrees to be bound by all of the stipulations, exceptions and conditions stated herein whether written, printed, stamped or otherwise incorporated on the front or back hereof and that the contract contained or evidenced herein shall be fully binding between the Carrier and such Merchant in all respects. Each Merchant agrees also that all agreements and freight arrangements previously made for the carriage of Goods are superseded by the contract contained or evidenced hereon.

4. SUBCONTRACTING

4.1 The Carrier shall be entitled to subcontract directly or indirectly any part of the carriage, loading, unloading, storing, warehousing, handling and any and all other duties whatsoever undertaken by the Carrier in relation to the Goods. Every such servant, agent and subcontractor (including, but not limited to, subcontractors and other ocean, coastal and inland water carriers,

rail carriers and truckers) shall have the benefit of all provisions herein as if such provisions were expressly for their benefit, and in entering into this contract, the Carrier to the extent of these provisions does so not only on its own behalf but as agent and trustee for such servants, agents and subcontractors.

4.2 The Merchant shall indemnify the Carrier against any claims which may be made upon the Carrier by any such servant, agent or subcontractor as a result of any claim made against it or them by Merchant. The Merchant authorizes the Carrier to arrange for any ocean or other carriage required under this Bill of Lading to be performed by any ocean or other carrier on the terms and conditions of the regular form of Bill of Lading in use by such carrier.

5. ROUTE OF TRANSPORT AND SCHEDULE

5.1 The Goods may at the Carrier's absolute discretion be carried as a single or several shipments by the Vessel and/or any other means of transport and through any route whatsoever, whether or not such route is the direct advertised or customary route.

5.2 The Vessel 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. Any action taken by the Carrier under this Section or delay resulting therefrom shall be deemed to be included within the contractual carriage and shall not be a deviation. Carrier shall not be liable for schedule deviations. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading.

6. CONTAINER PACKED BY CARRIER

Where Goods received for carriage under this Bill of Lading are not already contained in Container(s) at the time of such receipt, the Carrier shall be at liberty to carry such Goods in any type of Container(s).

7. CONTAINER PACKED BY MERCHANT

If the Goods accepted by the Carrier are a Container(s) into which contents have been packed by or on behalf of the Merchant:

- A. The Merchant guarantees that the stowage of the contents in Container(s) and the closing and sealing of the Container(s) are safe and proper and also that the Container(s) and content thereof are suitable for handling and carriage in accordance with the terms hereof. In the event of the Merchant's breach of such guarantee, the Carrier shall not be responsible for any loss or damage to or in connection with the Goods and the Merchant shall be responsible for all consequences of whatsoever kind of such breach and shall indemnify the Carrier against any loss, damage, expense or liability, which the Carrier suffers or incurs as a consequence of such breach;
- B. The Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted hereon, unless Merchant gives notice to the contrary in writing to the Carrier prior to packing the Container(s);
- C. If the Container(s) are delivered from the Carrier with seals intact, such delivery shall be deemed as the full and complete performance of the Carrier's obligation hereunder;

D. Carrier shall be at liberty to inspect the contents of the Container(s) without notice to the Merchant at such time and place as the carrier may deem necessary. All expenses incurred in respect thereof shall be borne by the Merchant and in case the seals of the Container(s) are broken by the Customs or other authorities for inspection of the contents of the said Container(s), the Carrier shall not be liable for any loss, damage, expense(s) or any other consequences arising or resulting therefrom.

8. CARRIER'S CONTAINER(S)

8.1 The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's equipment, Container(s), or the contents thereof which occurs while in the possession or control of the Merchant, his agents or subcontractors.

8.2 The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of the other persons or injuries to other persons caused by the Carrier's equipment, Container(s), or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents, or subcontractors.

9. RETURN OF CONTAINERS

9.1 In case goods are delivered in Container(s) which the Carrier owns or to the possession of which the Carrier is otherwise entitled, the Merchant taking delivery shall return such Container(s) promptly.

9.2 Merchant shall pay Carrier for the demurrage, detention, and/or storage charges applicable to the Containers.

10. DESCRIPTION AND PARTICULARS OF GOODS

10.1 The Bill of Lading is *prima facie* evidence of the receipt only of the number of Container(s) shown on the face hereof. The description and particulars of the Goods set out on the face hereof, including the order and condition of the contents of any Container(s), are furnished by the Merchant and are unknown to the Carrier, who shall be under no responsibility whatsoever in respect to such condition, description and particulars.

10.2 The Vessel 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. 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 or on behalf of the Merchant are correct and Merchant shall indemnify Carrier against all claims, damages, expenses, and liabilities, including taxes, penalties, and fines suffered or incurred by the Carrier as a result of any inaccuracy or lack of timely presentation regarding such information.

11. FREIGHT AND CHARGES

11.1 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, 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 bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

11.2 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, 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 Bill of Lading or of any statutory or regulatory requirements.

11.3 Freight may be calculated on basis of the particulars of the Goods furnished by or on behalf of the 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 remove and examine the contents, weight, measure, and value of the goods, and if the particulars furnished are found to be incorrect the freight shall be adjusted accordingly, and the 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.

11.4 Freight shall be deemed earned on receipt of the Goods whether the Goods and/or conveyance are lost or not lost by the Carrier, and whether freight be intended to be prepaid or collected at destination, and shall be paid by the Merchant. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1-1/2% 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 deemed payment to the Carrier. 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. Returned checks shall be subject to a \$100 fee.

11.5 Merchant shall be liable for all dues, 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 governmental authority. Merchant shall be liable for all demurrage or detention charges imposed on the goods or their containers by third parties.

11.6 Except to the extent (if any) to which they may be inconsistent with any of the express terms of this Bill of Lading, the terms of the Carrier's applicable tariff (and, where relevant, NVOCC Service Arrangement or Negotiated Rate Agreement), current at the time when the Goods were received by the Carrier for carriage under this Bill of Lading, are incorporated into this Bill of Lading and form part of the contract evidenced herein.

12. LIEN

12.1 The Carrier shall have a lien on the Goods, documents relating thereto, and any other property of Merchant which is in, *en route* to, or hereinafter comes into the possession of Carrier (which shall survive delivery) for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this or any other Bill of Lading and the cost and expenses of

recovery of same Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the Goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery and apply the net proceeds of such sale to the payment of the amounts due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. If on sale of the Goods or other property the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

12.2 If the Goods are unclaimed during a reasonable time or whenever, in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibilities attaching to himself, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

13. EXPENSES

The Merchant shall be liable for and shall indemnify the Carrier and hold it harmless against all loss, damage, costs, expenses, and liability (including taxes, penalties and fines) of whatsoever nature suffered or incurred by the Carrier in connection with the Goods or the Container(s) because of the failure of the Merchant to procure consular, Department of Health, or other permits or any papers that may be required at any port or place in connection with the Goods or to supply information or otherwise to comply with all laws and regulations in connection with Goods or any expenses or disbursements incurred in accordance with Paragraphs 8.2 and 15.1 hereof or from any other act or omission of the Merchant and also against all damages, charges, legal fees and other expenses which the Carrier may incur in connection with inspections, attachments, seizures, executions, claims or legal proceedings of any description against Goods by any government or other third parties, or any proceedings by way of intermediaries or otherwise which the Carrier may bring to determine the right of ownership or possession in or to the Goods or Container(s), and also against any expenses or charges for regaining or attempting to regain possession of the Goods or Container(s). The Merchant authorizes the Carrier to pay and/or incur all such costs, expenses and charges and to do any matters mentioned above at its expense and at Merchant's expense and as Merchant's agent and to engage other persons to regain or seek to regain possession of Goods or Container(s) and do all things deemed advisable for the benefit of Goods or Container(s). The Merchant and the Goods shall be jointly and severally liable for the payment of any sums due to the Carrier hereunder by the Merchant. Without in any way limiting the generality of the foregoing, the Merchant shall indemnify the Carrier in respect of any dues or other charges for which the Carrier becomes legally liable to pay and/or pays to any governmental customs or other authority in respect of the Goods or Container(s).

14. DANGEROUS GOODS AND CONTRABAND

14.1 Goods of an inflammable, explosive, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature must not be tendered for carriage hereunder unless written notice of their natural name, label, classification and the method of rendering the said Goods innocuous, together with the names and addresses of the Shippers and Consignees, have been previously given to the Carrier, and carriage of said Goods accepted by Carrier, and the nature of said Goods distinctly marked on the outside of the Container(s), package(s) or piece(s) with reasonable specificity and as required by treaty, statutes or regulations. The foregoing written notice shall bear the certificate required by applicable statutes or regulations to certify

that the Goods are properly described, packed and marked and in proper condition for transportation according to the regulations prescribed by a competent authority.

14.2 If any Goods tendered for carriage without previous written declaration are or at any time in the opinion of Carrier become of the above mentioned nature or are or become contraband or prohibited by any law or regulations of any port or loading discharge or call or any place during transit whether the Merchant is aware thereof or not, such Goods upon discovery at any time may be rendered innocuous, thrown overboard or discharged at any port or place, or be otherwise disposed of at Carrier's or its subcontractor's discretion without any liability attaching thereto and without prejudice to the Carrier's right to freight and any other charges payable hereunder. Merchant shall indemnify Carrier for any loss or expenses arising from such actions.

14.3 The foregoing provisions shall also apply to any such Goods tendered for carriage with such previous declaration which in the opinion of the Carrier or his subcontractor have or are likely to become dangerous to the Carrier, Vessel, Cargo or other property or person. The Merchant shall indemnify the Carrier against all loss, damage, expenses, and liabilities including taxes, penalties, and fines suffered or incurred by the Carrier as a result of the carriage of such Goods. The Carrier reserves the right but shall have no obligation to ship Container(s) packed by or on behalf of the Merchant and to examine the contents thereof and arrange for restorage, recuperage, or reconditioning at the Carrier's or the subcontractor's discretion but at the Merchant's risk and expense.

15. SPECIAL CONTAINERS

15.1 The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container(s) nor to carry special Container(s) packed by or on behalf of the Merchant as such, but the Carrier will treat such Goods or Container(s) only as ordinary goods or dry Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight required has been paid.

15.2 The Carrier does not accept responsibility for the proper functioning of special Container(s) 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.

15.3 As regards the Goods which have been agreed to be carried in special Container(s), the Carrier shall exercise due diligence to maintain the facilities of the special Container(s) while they are in his actual custody and control but shall not be liable for any loss of or damage to the Goods caused by latent defects, derangement or breakdown of facilities of the Container(s).

15.4 If the Goods have been packed in refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is stipulated in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the Container(s).

15.5 If the Goods have been received by the Carrier in Container(s) which have been packed by or on behalf of the Merchant, Merchant warrants the content has been properly stowed, the thermostatic controls properly set as required, and, if necessary, that the Goods have been pre-chilled before loading into the Container. The Carrier shall not be liable for any loss or damage

to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the Container(s).

15.6 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.

15.7 If the requirements of Section 15 above are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

15.8 The Carrier shall in no event be held liable for damage to Goods due to condensation.

16. WEIGHT

16.1 Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Carrier is entitled to rely on the accuracy of such weights and to countersign, endorse, or otherwise provide its own certified weight to the steamship lines. The merchant agrees that it shall comply with all laws and regulations regarding the weight of containers and shall indemnify and hold the Carrier harmless from and against any and all claims, losses, penalties, costs, or other liabilities resulting from any incorrect or questionable statements of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

16.2 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. If Merchant fails to comply, 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 and hold Carrier harmless from and against any and all claims, losses, penalties, costs, or other liabilities suffered or incurred by Carrier as a result of such failure.

17. DECK CARGO

17.1 The Carrier has the right to carry Goods and Container(s) under deck or on deck on any Vessel.

17.2 Carrier is not required to note "on deck storage" on the face of this Bill of Lading and Goods so carried shall constitute under deck storage for all purposes including the General Average.

17.3 Except as otherwise provided by any law applicable to this Contract, if this Bill of Lading 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.

18. TRANSSHIPMENT AND FORWARDING

18.1 Whether arranged beforehand or not the Carrier shall be at liberty, without notice, to perform the contract of carriage evidenced hereby wholly or partly by the named Vessel or any vessel or craft or by any vehicle, aircraft or other means of transport by water, land, or air, whether owned or operated by the Carrier or others. The Carrier may under any circumstance whatsoever discharge the Goods or Container(s) or any part thereof at any port of place for

transshipment and store the same afloat or ashore and then forward the same by any means of transport.

18.2 In case the Goods hereby specified cannot be found at the port of discharge or the Place of Delivery or if they are miscarried then, when found, the Goods may be forwarded to the intended Port Of Discharge or Place of Delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding.

19. LIBERTIES

19.1 If at any time Carrier's performance hereunder in the opinion of Carrier is or is likely to be affected by any hindrance, risk, danger, delay, injury, difficulty, or disadvantage of whatsoever kind including strike and howsoever arising which cannot be avoided by the exercise of reasonable endeavors, Carrier has no duty to complete performance of this Bill of Lading. In all such circumstances, Carrier, whether or not transport has commenced, may at its sole discretion and without notice to the Merchant:

- A. carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternate route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or
- B. suspend the Carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or,
- C. terminate carriage of the Goods and place them at the Merchant's disposal at any place or port which the carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease, with the Carrier nevertheless entitled to full freight on the Goods.

In all such circumstances, any additional costs shall be for the account of the Merchant and shall be paid prior to release of the Goods.

19.2 If, after storage, discharge, or any actions contained in Section 19 above Carrier makes arrangements to store and/or forward the goods, it is agreed that it 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.

19.3 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.

20. DELIVERY

20.1 The Carrier shall have the right to deliver the Goods at any warehouse from or at the Vessel's side, customs house, warehouse, wharf, quay, container yard, or any other place designated by the Carrier within the geographic limits of the intended Port of Discharge or the intended Place of Delivery shown on this Bill of Lading.

20.2 In any case, the Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, his servants, agents or subcontractors or any other person entitled to receive the

Goods on his behalf at the place designated by the Carrier, or in any manner or to any other person in accordance with the custom and usage of the Port of Discharge or Place of Delivery. Delivery of the Goods to the custody of customs or other authorities shall constitute final discharge of the Carrier's responsibility hereunder.

20.3 In case the Goods received by the Carrier are Container(s) into which contents have been packed by or on behalf of the Merchant. the Carrier shall only be responsible for delivery of the total number of Container(s) and to deliver the contents thereof in accordance with marks, numbers, sizes, or types or packages or pieces. In case the Goods have been packed into Container(s) by the Carrier, the Carrier shall unpack the Container(s) and deliver the contents thereof and shall not be required to deliver the Goods in Container(s). In the event that the Carrier delivers or places the Goods into any customs house, bonded store, or any other place described in Paragraph 20.1 hereof or in Sections 18 or 19 hereof, the Merchant shall be liable to pay and shall pay all cost(s), expense(s) and charge(s) associated or in any way connected therewith.

20.4 In the event that the Carrier attempts delivery of the goods to the Merchant pursuant to the terms hereof during normal trading hours and the Merchant, his servants, agents or subcontractors or any other person nominated to take delivery of the Goods on his behalf, does not take or accept delivery of the Goods, the Merchant shall be liable to pay and shall pay all costs, expenses and charges including detention, demurrage, and storage suffered or incurred by the Carrier, his servants, agents, or subcontractors in connection or in any way associated with such attempted delivery until it is accomplished.

20.5 If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

21. NOTICE OF CLAIM AND TIME FOR SUIT

21.1 Unless notice of loss or damage and a description of the general nature of such loss or damage has been given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within three (3) days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading; 21.2 In any event the carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss, or damage unless suit is brought within one (1) year after delivery of the Goods or the date 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 that set forth in Carrier's applicable tariff or thirty-six (36) months, whichever is shorter and of legal effect under the laws in the jurisdiction applicable to this Bill of Lading as set forth in Section 2.

22. COMPENSATION FOR LOSS OR DAMAGE

22.1 Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person or entity entitled to make the claim for such loss or damage.

22.2 Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the goods in the space provided on the front of this Bill of Lading and paid

extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. 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.

22.3 Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability will be limited to US\$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost goods or repairing damaged goods.

22.4 In any case where Carrier's liability for compensation may exceed the amounts set forth 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.

22.5 Higher compensation may be claimed only when, with the written consent of the Carrier, the value of the Goods declared by the Shipper which exceeds the limits laid down in this Section has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted *pro rata* on the basis of such declared value.

22.6 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 Bill of Lading and additional freight has been paid as required.

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

23. BOTH-TO-BLAME COLLISION CLAUSE

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

24. GENERAL AVERAGE

24.1 The General Average shall be adjusted, stated, and settled in the State of Ohio or any other place selected by the Carrier and according to the York-Antwerp Rules of 1994, excepting rules

21 and 22 thereof. Interest, however, shall be allowed on expenditures, sacrifices, and allowances charged to General Average at the prime rate charged by major banks and prevailing at time of payment plus 1 percent per annum until the date of the General Average Statement. Due allowance being made for any interim reimbursement from the contributory interest or from the General Average fund. The General Average Statement in every instance shall be prepared by average adjusters selected by the Carrier in average adjustments. Disbursements in foreign currency shall be exchanged into any currency at the Carrier's option at the rate prevailing at time of payment and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port of final discharge of such damaged cargo. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before the delivery of the Goods. Such cash deposit, Agreement, or other security as the Carrier or his agents may consider requisite to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Goods or the Merchant(s) to the Carrier if required before delivery. Any deposits shall be payable at Carrier's option in the currency to be indicated on each occasion by the Carrier and be remitted to the Average Adjusters. Refunds of credit balance shall be paid in the same currency. It is understood that in every instance the Merchant shall remain responsible until the statement of average has been settled.

24.2 In case of accident, damage, danger, or disaster, before or after commencement of the voyage, resulting from any cause whatever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, to the Goods, the Merchant(s) shall contribute with the 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 and special charges incurred in respect to the Goods. If the salvage vessel is owned or operated by the Carrier, salvage shall be paid so fully as if the salvage vessel was owned or operated by strangers.

25. BASIC LIABILITY

25.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages arising from such loss or damage.

25.2 If it is established that the loss of or damage to the goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 2 of this Bill of Lading.

25.3 Notwithstanding Section 2 of this Bill of Lading, 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 22 of this Bill of Lading.

25.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Paragraph 25.2 above.

25.5 Carrier does not undertake that the goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

25.6 Carrier shall not be liable for any loss or damage arising from:

- A. an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,
- B. compliance with the instructions of any person authorized to give them,
- C. handling, loading, stowage or unloading of the goods by or on behalf of Merchant,
- D. inherent vice of the goods,
- E. lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- F. insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
- G. fire, unless caused by actual fault or privity of Carrier,
- H. any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

25.7 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.

25.8 The defenses and limits of liability provided for in this Bill of Lading 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.

26. GOVERNING LAW AND JURISDICTION

26.1 Except as may be otherwise provided herein, the contract evidenced by or contained in this Bill of Lading shall be governed by the Law of the State of Ohio with the exception of its conflict of laws principles and any action or other dispute arising out of or in connection with this Bill of Lading shall be brought before a federal or state court located in the State of Ohio unless the Carrier otherwise agrees in writing. Merchant and Carrier agree that they are each personally subject to the jurisdiction thereof.

27. CARRIER'S TARIFF(S)

27.1 The Goods carried under this Bill of Lading are also subject to all the terms and conditions of Carrier's published Governing Rules Tariff (as the same may be supplemented or updated from time to time, "Carrier's Tariff") on file with the Interstate Commerce Commission or any other regulatory agency which governs a particular portion of the carriage and the Carrier's Tariff is incorporated fully herein by this reference as part of the terms and conditions of this Bill of Lading. In the event of a conflict between any terms and conditions of this Bill of Lading and Carrier's Tariff, then the terms and conditions of Carrier's Tariff shall govern and control.

27.2 Copies of Carrier's Tariff may be obtained from Carrier upon request or from the governmental body with whom the Carrier's Tariff has been filed.

28. SEVERABILITY

The terms of this Bill of Lading 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.

29. VARIATION OF THE CONTRACT, ETC.

No servant, subcontractor, or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or verified in writing by a corporate officer of the Carrier.