Definitions.

In this Bill of Lading, and exceptas otherwise expressly provided:
(a) "Carrier" means and includes the ocean carrier named on the face side hereof, the Vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, and any substitute carrier, whether the owner, operator, charterer or Master shall be acting as carrier or bailee, and their respective agents, officers and employees.
(b) "Vessel" means and includes the ocean vessel on which the Goods are shipped named on the face hereof, any substitute vessel, and any feeder vessel, ferry, barge, lighter or any other watercraft used in the activations of this contact.

performance of his contact:

(c) "Merchanf means and includes the shipper consignee, receiver, holder of this bill of lading, the owner of the Goods, and the preparence entity entitled to the possession of the Goods, and their respective agents, or the Goods, and their respective agents, or the Goods and the property of the Goods and the Goods

article of transportused to consolidate goods;
(g) "Package" means the single largest unit of Goods (e.g., Container, pallet, box, bale, vehicle, etc.) tendered to Carrier for transport hereunder;

bengared to Carrier for transport hereunder;

(i) "hinhod Carrier (means any barge line, vessel, trucker, or railroad with custody of the Goods under this Bill of Lading, and their respective agents and subcontractors;

(i) "On board" means and includes on board the Vessel when the Goods are being transported from (b) a port and on board a means of conveyance of hand Carrier en route to (from) the port of loading (discharge)

a port and or to an elements or conveyance or manus carrier en rouse by (win) me port or bounding discharges for transportform (to) an inland point (j) "Subcontractor' means and includes all interests owning, operating or chartering the Vessel, any inland conveyance, terminal or warehouse, or otherwise performing services with respect to the Goods under this Bill of Lading. Bill of Lading.

(i) 'Hague-Wale Rules' means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on August 25°, 1924.

(i) 'Hague-Wale Rules' means the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed in Brussels on August 25°, 1924.

(ii) 'Hague-Wale Rules' means the hiernational Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed in Brussels on February 25°, 1968, including SDR Protocol 1979.

(iii) 'COGWA' means the Carriage of Goods by Sea Act of the Unification of America approved on 16th April 1936.

(iii) 'COGWAY means the Carriage of Goods by Sea Act of the Unification Countries and Countries an

(m) **COGSA** means the Carriage of Goods by Sea Act of the United Sales of America approved on 16th April 1936.

(n) **COGSIA** means the Carriage of Goods by Water Act 1936 of Canada.

(n) **COGWA** means the Carriage of Goods by Water Act 1936 of Canada.

(n) **COGWA** means any cargor risim which its subject to Export Controls or the import or export of which is prohibited or restricted under any Sanctons.

(p) Prohibited Preson means a person on any istof Individuals or entities with whom transactions are currently prohibited or restricted under any Sanctons, including but not limited to the consolidated list of financial sanctons targets in the United Mingdom or the US ist of Specially Designated Nations!

(q) Sanctons means any sancton, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other relevantauthority

2. Clause Paramount

(a) This Bill of Lading shallhave effect subject to the laws of the United States of America and shall have effect subject the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections of which (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the Vessels and throughout the entire time the Coods are in the custody of Carrier, including the history in the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections of which (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the Vessels and throughout the enter time the Goods are in the custody of Carrier, including the there is the custody of Carrier, including the there is the custody of Carrier, including the the custody of Carrier. which (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the Vessel and throughout the entire time the Goods are in the cusbdy of Carrier, including the Island Carrier; transshipment port, and terminal but always prior to delivery. O COSS shall apply exclusively be and covern all claims and disputes arising under this Bill of Lading, including claims arising from the carriage of cargo sibwed on deck nowlinks banding Section 1(c) of COSSA. In all other respects, nohing herein contained shall be deemed a surrender by Carrier of any of IS rights or immunities or an increase of any of IS responsibilities or liabilities under COSSA. Carriage to Groot Cost and any of IS responsibilities or labilities under COSSA. Carriage to Groot Cost and any of IS responsibilities or bub-clause (a), if the place in which the Bill of Lading is issued or delivered, or if the port of loading, has in force a complicative applicable law responsibilities.

rriage of Goods Act of Canada ("COGWA"). Subject to sub-clause (a), if the place in which the Bill of Lading is issued or delivered, or if the port of ding, has in force a computisorily applicable law respecting the rights and obligations of parfes to a contract sea carriage of goods similar to COGSA, then to the event that such havis applicable, the Bill of Lading albe subjects the provisions of said law, if the place in which the Bill of Lading is issued or delivered, or the port of loading, has in force a computerity law making the Hague Rules or Hague-Vasby Rules repulsorly applicable to this Bill of Lading then the Hague Rules or Hague-Vasby Rules supulsorly applicable to this Bill of Lading then the Hague Rules or Hague-Vasby Rules apply. If there to such law at such place or port then this Bill of Lading shall have effect subject to the Hague Rules which albe deemed incorporated herein, but in all instances, the list settlement of Article W Rules Sad Article X. of Hague Rules or similar provisions (Affale 2 a) and (4) in the Hague-Vabby Rules (including SDR Protocol 1979) shall not apply and the limit of liability shall be as set both in Clause 18 of this Bill over Lading. The provisions (applicable law (excepts amy be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel, whether discharged the discharged from the vessel, whether the Carrier but always prior to under deck and froughout the enter limit the goods are in the cushyd of the Carrier but always prior to iverv.

aeiivery. 3. <u>J</u> Any disputi Jurisdiction and Claims.

Ite or claim arising under this Bill of Lading shall be decided exclusively by arbitration in New York Any uspine of claim arising intent in so in Louing share to elected extensively by around in new Your before a single arbitrator pursuant to the rules of the Society of Maritime Arbitrators if not exceeding \$50,000 and otherwise exclusively before the United States District Court for the Southern District of New York otherwise when the Canadian Maritime Law is compulsory applicable- under the exclusive jurisdiction of the Federal Court of Canada.

Canada. of Loss/Time Bar. 4. Notice of Less/Time Bat. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or its agents at the port of discharge or the place of delivery, as the case may be, before or at the time of removal of the Goods into the custody of Michanta usuch removalshable prima facile evidence of the delivery by Carrier of the Goods as described in this Bill of Lading. Similarly, if the loss or damage is not apparent, hen notice must be given within three (3) days of the delivery. In any event, Carrier shall be discharged from any lability, unless proceedings pursuant to Clause 3 are brought within one (1) year alar delivery of the Cooks.

any labilly, unless proceedings pursuant to Clause 3 are brought within one (1) year after delivery of the Goods or, in the case of non-delivery, the date when the Goods should have been delivery of the Goods or, in the case of non-delivery, the date when the Goods should have been delevered.

5. Tariff and Bookhin Note.

The Goods carried hereunder are subject to all the terms of Carrier's applicable tariffs) at the date of shipment and relevant brooking Note, which are thereby incorporated herein. Copies of the relevant provisions of the applicable tariffs) are available from Carrier upon request in the event of any conflict between this Bill of Lading, the tariffs) and the Booking Note, this Bill of Lading shall prevail over a subject to the Bill of Lading, the tariffs) and the Booking Note, this Bill of Lading shall prevail over a subject to the Bill of Lading shall prevail over a subject to the Bill of Lading shall prevail over a subject to the Bill of Lading shall prevail over a subject to the Bill of Lading shall prevail over the Bill of Lading shall prevail of the Bill ov

directions.

Anything done or notdone in accordance with the provisions of this clause 6 and any delay arising therefrom shall be deemed to be within the contractual carriage and the scope of the intended yovage and shall not be

shall be deemed to be which the contractual carriage and the scope ofthe intended voyage and shall not be a deviation.

7. Matters Affecting Performance.

8. If any first, for any reason whatsoever and howsoever caused, whether or notexisting or anticipated before the commencement of or during the voyage, the performance of any part of the contract evidenced by this Biol Cit. Ading becomes legal, or subject to economic sanctions or embargoes, or is or is fixely to be affected by any hindrance, risk, delay, stake, difficulty, safely issue, or disadvantage to the Vester of the site of the

pay the Carrier, in addition to arrend feight, a reasonable extra compensation in line with such services or addition duration.

8. Shawae and Secial Handling.

Carrier may, in its complete discretion, containerize any Goods. Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents thereof. If it thereupon appears that the contents or any part hereof cannotsately or properly be carried or carried turther, either at all or without incurring any additional expenses or liking any measures in relation to the Container or its combins or any part thereof. Carrier may abandon he carriage thereof and/or take any measures and/or incur any reasonable in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. Merchant shall indemity. Carrier againstall reasonable additional expenses as incurred.

A loading cerficale issued by the Classification Society's surveyor or any other competent persons shall be conclusive evidence as to the thress and safely at the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo. Electric power is supplied on board or ashore to vehicles (including trailers, containers, fals, et.) for hearing, refigeration, et. without the responsibility for any loss, damage or delay to Goods or equipment howsoever caused Carrier shall not be obliged to provide for refrigerated storage ashore. Loading, discharging, stowing and other handing of single prices or packages exceeding three (3) has gross weight shall be for risk and accounted Merchant, who if sor equired by Carrier shall provide the necessary litting gear.

Nechant shall assume full responsibility for and delend, indemnity and hold the Carrier harmless againstand for any loss or damage to any Container or other equipment turnished by or no behall of Carrier that occus any container or other equipment turnished by or no behall of Carrier that occus and provide the reces

engageur of workening of the control by Carrier's Agent Landing, sbring and delivery shall be for Merchanfs account All containers, general and bulk cargo shall be loaded, sbwey, secured, lashed, immed (when necessary) and folksharged all Merchaffs risk and expense. Nowinshanding any other provision in this contractof carriage, any lightering and use of craft for loading or discharge to be for the accountand risk of Merchant. Loading and discharging may commence without previous notice. Merchant shall lender the Goods for loading when the Vessel is ready to load and as fast as the Vesselcan receive and, if required by Carrier, outside ordinary working hours notwithstanding any can be ready to the contract of the vessel or the contract of the vessel or the contract of the vessel or the arent, and selvesse my leaveste polymerous terminations and the selves and consideration of continuous payable by the chainst Carrier may discharge the Goods as list as the Vessel can deliver and outside ordinary working house the continuous payable of the continuous payable of the continuous payable ordinary the continuous shall be attituded a true fulfillment of the contract Merchantshall be are alloverime charges in connection with landering and delivery of the Goods as above. Carrier may in its absolute discretion receive the Goods as the container load and deliver from a less than full container load and/or as break but cargo and/or deliver the container load and deliver from a less than full container load and/or as break but cargo and/or deliver the

Goods to more than one receiver. In such event Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods that are bund upon unpacking of the Container. Merchant shall accept the reasonable proportion of unidentified lose cargo. If any consignee has a shortage in the marks or numbers called for by this Bill of Lading, unclaimed Goods of like kind and quality, but of different marks or numbers, or of no marks nor numbers, shall at Carrier's option be deemed to constitute a part of the Goods and be accepted by Merchant as good delivery under this Bill of Lading. If the Goods are not claimed within thight (30) days, or whenever in Carrier's option the Goods will become deteriorated, decayed or worthless, and notwithstanding any fee days provided b the Merchant to lake delivery of the Goods. Carrier may at the discretelland so light to be lens beine, seel, bandoor or otherwise dispose of the Goods at the sole risk and expense of Merchant.

10. <u>Deck Cargo</u>

Solous at the Sule like xi an expense of went-main.

(a) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchantand such stowage shall not be a deviation of whatsoever nature or degree. Subject to (b) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other han livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rule or any logistation making such (such as COGSA or COGWA) to this light of Lading.

(b) Goods (not being Goods stifled in or on Containers other than open task or patiets) which are stated on

(b) Goods (not being Goods statled in or on Containers other han open tals or pallets) which are statled on the font of this III of Lading be becarried on deck and which are so carried (and twissbock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatboover anature arising during carriage by sea or inland waterway whether caused by un-seaworthness or negligence or any other cause whatboover. The Merchant shall defend, indemnify and hold harmless the Carrier against asl and any extra costincured for any reason whatboover in connection with carriage of such goods.

11. Notication and Delivers.

12. Notication and Delivers.

Unless expressly setforth on this Bill of Lading, delivery of the bibl quantity shipped under this Bill of Lading will be made at a single port only. Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of Carrier, and failure to give such notification shall not subjectCarrier to any bigliation bereunder. If Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, in addition any other rights under this contract of carriage, Carrier may without notice unsolve the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery hermoder and thereupon alliability whistover of Carrier in respect of the Goods or that part thereof shall cease. Merchant shall under no circumstances refuse to take delivery of the Goods.

or hat partitoreror shall cease. Merchant shall under no croumstances refuse to take delivery of the Goods, or or abandon the Goods prior to kaing delivery. Should the Merchant nonetheless do so, it shall be responsible for all demurrage, duties, charges, costs and expenses arising thereform, including reasonable legal fees incurred by the Carrier in selling or or therwise disposing of the Goods.

12. Shipper-Packed Containers.

When Containers, palletzed units, and all other packages (all hereinafter referred to as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as "Shipper's weight, load and counf, and with no representation by Carrier as to the quantity, weight, condition, or existence of the contents thereof, as to which Carrier shall not be liable for non-receiptor misdeclaration. Carrier shall have no responsibility or liability unbasequent therefore for the packing loading securing and/or shawan of contents, of such securing and contents of the packing loading securing and/or shawan of contents, of such securing and contents. as to which Carrier shall not be liable for non-receiptor misdeclaration. Carrier shall have no responsibility of the packing, loading, securing andors stwage of conhells of such carguints, or for loss or damage caused thereby or resulting thereform, or for the physical suitability or structural adequacy of such cargo units and be properly contain their conhells Merchant whether principator agent by packing or loading the cargo unit and/or by allowing the cargo unit and/or by allowing the cargo unit to be so packed or loaded represents, guarantees and warrants hat (a) the Goods are properly described, marked and safely and securely packed in their respective cargo units, including but not limited to any encessary lashing or fastening, such cargo units are physically subable, sound and structurally adequate marked and salely and securely packed in their respective cargo units, including but not limited to any encessary lashing or fashing, such cargo units are physically subable, sound and structurally adequate properly to contain and supportite Goods during handling and on the transport, and the cargo units may be handled in the ordinary course without damage to hemselves or to their contents, or to the Vessel or conveyance or to their others, and the weight of each said cargo unit are in all respects correct (c) Merchant has and heir contents, and the weight of each said cargo unit are in all respects correct (c) Merchant has condition, ingredient or characteristic of the Goods that might indicate they are inflammable, explosive, corrosive, radioactive, noxious, hazardous or dangerous in nature, or that might cause damage, plury or detiment to the Goods, or to the Vessel, conveyance or other cargo or to property or persons; (d) Merchant has compiled fully with all applicable laws, stables, ordinances, orders and regulations with respect to labeling, packaging and preparation for shipment of all such Goods, and (e) that the Goods (whether or not intended to be carried on deck) are it for deck carriage.

Merchant agrees to fully protectand indemnify Carrier and to hold it harmless in respect/only injury or death of any person, or loss or diamage to cargo our lost of any person, or loss or diamage to cargo our lost of any person, or warrandes, however occurring with the carried or deck) and the protectant indemnify Carrier and to hold it harmless in respect/only injury or death of any person, or these or damage is cargo or cargo unit or any other property or otherwise, arising out of or in any way on the property or otherwise, arising out of in any way on the property or otherwise, arising out of in any way on the property or otherwise, arising out of in any way on the property or otherwise, arising out of in any way on the property or otherwise, arising out of in any way on the property or otherwise, arising out of

whout stull of Merchantand even though such injury, death, loss or garmage is caused.

any act fault or neglect of Carrier or unseaworthness.

Freight and Charges, Nethera pre-payable or not and whether actually paid or not, shall be considered as fully earned, without selection or set by of execution, upon receipt of he Goods under the custody of Carrier under his Bill of Lading, including receiptby any hland Carrier, and shall be paid and be non-returnable in any event, Vessel ander Goods damaged, lost or not lost, hierast at the rate of two percent (28) per month or part the resofishal run form the date when reight and Charges are payable only in U.S. Dollars.

Merchant shall be lable for expenses of furnigation, gathering and sorting loss cargo and weighing onboard, repairing damage is and replacing of packing due to excepted causes, and for all extra handling of the Goods rany of the adhermenthend reasons.

Any dues, dutes, taxes and charges in respect of the transportation services to be provided by Carrier that any jurnish house ander inprovide ron the basis of amount of freight, weight of cargo, binnage of the Vessel, or any other, and all fines ander losses that Carrier. Vessel, or the Goods may incur through non-observation of any custom house ander import or export regulations, shall be of Merchants account in the event of any forced interruption or abandonment of the voyage at any place, any forwarding of the Goods or any part in case of any incorrect declaration by Shipper of contents, weights, measurements or value of the Goods. Carrier may collect double the amount of freight hat would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts. Merchant shall upon request provide to Carrier the original invoice in respect of the Goods, and permit the contents be inspected and the weight measurement or value of field.

with any court costs, expenses and reasonable legal and/or administrative fees incurred in collecting any sums due to Carrier. Payment to a feight forwarder, or anyone other than Carrier or its authorized agent shall not be deemed payment to Carrier and shall be made at payer's sole risk, and Merchant shall remain lable for all feight and other charges due hereunder notwithstanding any extension of credit by Carrier to such feight forwarder or other person.

Liens.
 arrier shall have a lien on the Goods and any documents relating thereto for all sums whatsomers.

Carrier shall have a lien on he Goods and any documents relating thereto for all sums whatsoever due at any fire to the Carrier from the Merchant and for General Average contributions, which lien shall survive delivery, for all Freight Charges and other sums due under this contract and any other contract and all sclose of recovering same and expenses incurred in preserving this lien including reasonable legal expenses, which may be entroreed by public auction or private sails of the Goods whout notice to Merchant and at the Merchant expenses and without any liability towards the Merchant.

15. **Inathy in Carrier.**

Other than the Carrier, no person whatsoever (including the Master, officers and crew of the Vessel, and all agents, employees, representatives, and Subcontractors) is or shall be deemed to be liable with respectib the Goods as carrier, balies or otherwise howsoever, in contractor in but it, however, it should be adjudged that any other than said Carrier is under any responsibility with respect the Goods, all limitations of and travely that the properties of the Carrier, and the contractor in but it, however, it should be adjudged that any other than said Carrier is under any responsibility with respect to the Goods, as carrier, balies or otherwise howsoever, in contractor in but it, however, it should be adjudged that any other than said Carrier is under any responsibility with respect to the Goods, all limitations of and trustee for and on behalf of all persons described above, all of whom lability. Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom lability. Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom lability. Carrier is acting as agent and solven the carrier, whether any agent or Subcontractor, or any vesselowned or chartered by any of them, under any leating whatsoever, other than the Carrier. Merchant undertakes that no claim or allegation shall be made against any person or vessel what

whether the action be bunned upon contract, basiment or in lort.

17. Delay.

Carrier shall not be lable for any direct, indirect, consequential or special damages, or for any other loss sustained through delay of the Goods. If Carrier shall nonetheless be held legally liable for any such damages or loss, such liability, shall in no eventex.ceed the feight paid for the transport of the Goods hereunder. Carrier shall have the option of replacing or repairing lost or damaged Goods. Without prejudice be the foregoing, if the Carrier is found liable for delay, liability shall be limited to the feight applicable to the relevant stage of

allship

nt. <u>imitation_of Liability.</u> ments subject provisions of COGSA_Carrier shall notin any event be liable_for_loss or_damage to 18. <u>Imitation of Liability.</u>

For all shipments subject provisions of COGSA Carrier shall not in any event be liable for loss or damage to the Goods, including cargo stowed on deck, in an amount exceeding U.S. \$500, or in all other cases to GBPs, proceeding U.S. \$500, or in all other cases to GBPs, proceeding U.S. \$500, or in all other cases to GBPs, proceeding U.S. \$500, or in all other cases to GBPs, proceeding U.S. \$500, or in all other cases to GBPs, proceeding U.S. \$100, or in all other cases to GBPs, proceeding U.S. \$100, or in all other cases to GBPs, proceeding U.S. \$100, or in all other cases to GBPs, proceeding U.S. \$100, or in all other cases to GBPs, proceeding U.S. \$100, or in all other cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, proceeding U.S. \$100, or in all other Cases to GBPs, provided to Intil ability under any Convention or Act pertaining to Imitation of liability on marriero claims, whichever is applicable, Nothing in the bill of lading shall perate be limit or deprive the Carrier Carrier Care shall not be gable for any county. The Carrier shall not be been the of the said laws, status or regulations and any county. The Carrier shall not be labeled for any county. The Carrier shall not be labeled for any county. The Carrier shall not be labeled for any county. The Carrier shall not be labeled for any county. The Carrier shall not be labeled f

their interrupt artises the size but Lating and/or set it is recovered to the source of the source o

by its agents until delivery at the specified place of final destination, but in all other instances, Carrier shall not be responsible for loss of or damage to the Goods during the periods before receipt of the Goods at the sea terminal at the port of discharge. If Ecannot be established in whose custody the Goods were when any damage or bas occurred the damage or loss shall be deemed to have occurred during the sea voyage and the appropriate COGSA (or, if inapplicable), Haguer Ruba's provision shall apply.

20. Terminal Clause
Otherwise than as provided for in this Bill of Lading, Carrier accepts no responsibility what soever in relation to the Goods abried at any terminal, or other yards or warehouses, and during the whole period of such be Goods abried at any terminal, or other yards or warehouses, and during the whole period of such betrage the Goods remain at he risk and expense of Merchant The Carrier is not be table what soever if heat, reflegation or other hamperature control facilities, or power here for, shall not be timished during any and to remain in force now the hamperature control facilities, or power there for, shall not be timished during any and to remain in brore now the hamperature control facilities, or power there for, shall not be timished during any to another than the control facilities.

21. New Jason Clause
In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which carrier is not responsible by stable, contract or otherwise, Merchant shall contribut with Carrier in General Average and shall pay salvage and special charges incurred in respect of the Goods. General Average shall be padd ware an analysis of control to the control of control or periated by Carrier, salvage shall be padd varierable, shall control to or foreneral by Carrier, salvage shall be padd for a stuly as fithe salving Vesselor Vessels belonged to strangers. All Coods

Carrier shall be under no obligation to exercise any lien for General Average Contribution in development.
By recoving the Goods, Merchantshall personally be label in respect of the contribution to due to Merchant.
By recoving the Goods, Merchantshall personally be label in respect of the contribution to General Average whether on rot an Average Boot of or other security has been demanded, provided Carrier notifies Merchant whether on the Average Advanced to the Coods and the name and address of the cargo insurer. Unless Merchant very devices Carrier with an undertaking from such insurers to pay any General Average Contribution, Merchant shall on demand give Carrier such other security in respect of General Average as Carrier may require.

22. Both-th-Banne Collision Clause.

18 the Vessel comes sho collision with another Vessel as a result of the negligence of the other Vessel, and any act ofnegligence or default of the Massier, mariner, pilot or the servants of Carrier in the navigations or in the management of the Vessel. Merchant will indeminify Carrier againstal lass or liability to the other or non-carrying Vessel or her owners insofar as such boss or liability represents loss of or damage to or any claim whatsover of the owner of the Goods and or payable by the other or non-carrying Vessel or Howner to the Odos plant of payable by the other or non-carrying Vessel or Howner to the Odos plant of payable by the other or non-carrying Vessel or the owner of the Goods and set off, recouped or recovered by the other or non-carrying Vessel or the owner of the Goods and set off, recouped or recovered by the other or non-carrying Vessel or the owner of the Goods and set off, recouped or recovered by the other or non-carrying Vessel or the owner of the Goods and set off, recouped or recovered by the other or non-carrying Vessel or the owner of the Goods and set off, recouped or recovered by the other or non-carrying Vessel or Carrier. The free prograp provisions shallase apply where the owner, operator or those i

even if unenforceable in the I 23. <u>Warrantv</u> The Merchantwarrants that:

The Merchantwarrants that
(a) hagreeing by the terms and conditions hereof, it is or has the authority of the person owning or entitled to
the possession of the Goods and any originat of this Bill of Lading.
(b) the description and particulars of the Goods, including marks, numbers, quantly, and weight as setout
on the font of this bill of lading have been checked by the Merchant on receipt of this bill of lading and are

full and accurate (c) the Goods contain no drugs, prohibited or stolen goods, contraband or other illegal material or substance

or stowawys (d) the Gods have been properly and sufficiently prepared packed, stowed, labelled and/or marked by or on behalf of the Merchant, and the preparation, packing, stowage, labelling and/or marking are appropriate be the carriage and any operations or transactions that may affect the Gods and are in compliance with all applicable laws (e) neither the receipt, carriage, delivery nor the import of the Gods (including any insurance arranged by α

(s) included at the Carrier has Carrier being yayman in other transaction relating to the Good or his bit of largeward or might expose the Carrier has Carrier's Agent the Sub-contractions or any Official monitory leaves the sub-contractions or any Official monitory leaves, servants, agents, insurers or reinsurers to any Sanctons (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organisation or other relevantationally of the contraction of the persons falling within the meaning of Merchantis a Prohibited Person or is owned or controlled by or is acting on behalf of a Prohibited Person or is owned or controlled by or is acting on behalf of a Prohibited Person.

by or is acting on behalf of a Prohibited Person;
(g) he Goods do not include a Prohibited tenn, the possession, carriage, importation or exportation of which violates any applicable law, including without limitation, any Export Controls or Sanctions
(h) he Goods will have all import or export licences and other documentation necessary to comply with all applicable laws and all regulations or requirements of any Relevant Authority relating to the Goods.
(i) The Merchant shall, and shall ensure that any person acting on its behalf, comply with all applicable laws, regulations or requirements of any Relevant Authority relating to the Goods, and the provisions of all licences, permits, consents and directions given by any Relevant Authority respect of the Goods.
(k) The Merchant shall be responsible, and reimburse the Carrier, for all duties, taxes, imposts, levies,

(K) rise watching state or tesponsible, and terinouse are technically at all outless, axes, imploss, awars, deposits, lines and outlays of whatever nature levied by any Relevant/Authority andots any expenses incurred in complying with the requirement of any Relevant Authority in relation to the Goods or by reason of any illegal, incorrector insufficient declaration, marking, numbering or addressing of the Goods.

(I) All of the persons who fall within the definition of Merchant are pinity and severally liable to the Carrier for all the Merchants warrantees, under ark in connection with this bill of

24. Good ofcerishable nature
If fesh fruis, vegelables, meals or any goods or articles of a perishable nature shall at any stage become
decayed, hiprious or oftensive, or be condemned, discharged or ordered destyeded by any health or other
authorities, such Goods may be refused basing, jettisoned, or discharged without notice, either before or
after artival notwithstanding any danger to such Goods of the dezering, heating or being affected by other weather
or temperature conditions, and without any liability to the Carrier. Merchant to indemnify, defend and hold
Carrier harmless from any fines, expenses, charges, penalties or fees that Carrier may have to pay or
undertake in relation thereb.

or temperature conditions, and without any lability to the Carrier. Merchant to indemnify, defend and hold Carrier harmless from any fines, expenses, charges, penalise or fees that Carrier may have to pay or undertake in relation herebo.

25. Packing and Description of caroo. Forbidding of Narcolic drugs and other literal Substances. The Merchant shall be deemed to have guaranteed the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier of the description of the Goods, marks, numbers, cauntify, weight and/or volume as turnished by thin, and the Merchantshall defend, indemnify and hold harmless the Carrier against Merchant remain the only and solely responsible presponsible to be local ander federal governmentor other authorities for the nature and/or contents and its proper, definite and accurate description, whereby the Merchant remain the only and solely responsible presponsible for the local ander federal governmentor other authorities for the nature and/or contents and its proper, definite and accurate description, whereby the Merchant remain the new and the substances according to the laws of countries of origin, transshipment and destination, that if the shipment of cargor requires the advance notifications to the relevant authorities such notification were in due time and properly made. In the event that the Merchant nevertheless ships illicid material or falls to make the necessary advanced notifications to the appropriate authorities, Merchant shall be lable for any additional costs and expenses encountered as a result of local and/or federal government of other law-enforcementagency involvement including, but not limited, but not have a substances and large lake so the the Carrier in any associated investigations and or large proceedings.

If considered supplied by the Carrier of this agent and within the time prescribed either in the Carlier of the supplied by the Carrier of this agent and within the time prescribed either in the Callean, it he place designated by the Carri

28. <u>Alteration.</u> No agent, officer or employee of Carrier shall have authority to waive or vary any provision of this Bill of Lading unless in writing and expressly authorized or ratified in writing by Carrier.