

BILL OF LADDING TERMS AND CONDITIONS

Notwithstanding the heading "Combined Transport Bill of Lading" the provisions set out and referred to in this document shall also apply if transport as described on the face of the Bill of Lading is performed by one mode of transport only an experiment of the provision of the Bill of Lading is performed by the complex of the provision of the contractive of the produced by all or the contractive of the centre of the feet of the Bill of Lading, from the place of receipt or the port of loading to the port of discharge or place of delivery, there to be delivered. If required the exchange the place of the port of the place of the provision of the bill of Lading and the place of the provision of the bill of Lading and the place of the provision of the bill of Lading and the place of the provision of the bill of Lading can be waived by or for the Carrier except by express waiver signed by a day and the carrier day and to Carrier.

Definitions. When used in this Bill of Lading
(A) 'Carrier' means (DAPE', NC. Inc.

(B) 'Thank Carrier' means (DAPE', NC. Inc.

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(B) 'Thank Carrier' means Carriers (other than the Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as Carrier or bable.

(C) 'Combined Transport' means carriange of the Goods under this Bill of Lading from place of receipt from Merchant to place of eldevery to Merchant by the Carrier place one more Inland Carriers.

(B) 'Merchant' includes the shipper, consignor, consignor, owner, and receiver of the Goods and the holder of this Bill of Lading.

(i) "Periot-o-Port Transportation" means carrage of the Goost unser too, some on a some one of the Goost and the holder of this Bill of Long (ii) "Merchant" includes the shipper, consigner, consigner, owner, and receiver of the Goosd and the holder of this Bill of Long (iii) and the Goost of the Goost o

2. Clause Paramount.
All carriage under this bill of Iading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States 1976, 46 U.S.C. P1300-1315 as amended (hereirather 'U.S. COGSA'), the terms of which shall be incorporated herein. All earraige to or from other states shall be governed by the law of any state making the Hagae Rules or Haguev's by rules compulsority applicable to this Bill of Lading or if there is no such law, in the contract of the computer of the large Rules. The provisions of applicable has as st forth above shall apply to carriage of goods by initiand waterways and reference to carriage by sea in such rules shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said to whall gowen before the good are roled on and after they are deacharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the good are in the excellent of the Carriage.

5. Sub-Contracting Exemptions and Immunities of Subcontractors
The Carter shall be entitled to subcontract on any terms the whole or part of the handling, storage, or currings of the Goods
The Carter shall be entitled to subcontract on any terms the whole or part of the handling, storage, or currings of the Goods
The Carter shall be entitled to subcontractor (subcontractor) (subc

6. Merchant's Responsibility.
(A) Description of the Goody into the Goods have been stuffed into the Continent(s) by or on behalf of the Currier.
(A) Descriptions of the Goody into the evidence of the needs by the Currier from the Sheppe in supposing good self- and the condition, except as otherwise noted on the fine between for the lost motion of the control into the control i

the Shipper, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband.

(B) The Merchant warrants that in agreeing to the terms and conditions hereof he is, or has the authority of, the Person covening or entitled to the possession of the Goods and this fill of Lading. When containers, vans, skids, traders, portable covering or entitled to the possession of the Goods and this fill of Lading. When containers, vans, skids, traders, portable accurate and is not bound by any description of the value, quantity, weight, condition or existence of the contents thereof as accurate and is not bound by any description of the value, quantity, weight, condition or existence of the contents thereof as weight load and count," or terms of like meaning, and the Carrier in such case shall not be liable for any difference in value, quantity, weight condition of the Goods framibally by or no behalf of the Sipherp and that or the Goods accurally value, quantity, weight or condition of the Goods framing the property or excluding therefrom. The Merchant, with value, quantity, weight or condition of the Goods framing the content of the Goods are properly described, marked, secured, and packed in their respective cargo units; (b) that any cargo units other than Carrier-finantshed units are consently and physically intuitible, sounds why the Bill of description of the contents, and that the Goods are properly described, and customary manner without dumage to themselves or to their contents, not to the Vessel or into other cargo, or property, or in all respects correct; and (d) that such units are in compliance with all applicable government regulations. Shipper and in all customs are considered to the cargo units and their contents, and the weight of each safe cargo unit, are in all respects correct; and (d) that such units are in compliance with all applicable government regulations. Shipper and in all respects correct and (d) that such units are in compliance with all applicable go

representations or warranties.

(C) The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all distinct, suce, fines, impost seperation, and the carrier of the control of the

Carrier's container equipment, the Shipper or Consignee is possession, or for the benefit of whom an agent or contractor has taken possession, shall defend, indemnity and hold harmless the Carrier from and against any loss or damage to Carrier's equipment and third party property and injury to or death of persons arising out of the use of said equipment.

7. Carrier's Repossibility
(A) Isosfir as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Carrier shall not be responsible for loss of or diamage to the Goods caused from and during loading onto vessel up to and during discharge from the vessel during any other part of the Carriery even though the charges for the whole Carriage have been charged by the Carrier, the merchant appoints and/or authorises the Carrier as gene to the close of the control of the

(A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which is the judgment of the Carrier (including for the purpose of this Article the Master and any person charged with the transport or safkeceping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Carrier, a vehicle, any person, the Goods or any property, or the randered or is likely or a state of the continued of the conti

9. Container Praceas by severeman.

If the cargo received by the Ocean or haland Currier is in a container pracked by or or behalf of the Marchant.

If the cargo received by the Ocean or thinked Currier is in a container pracked by the Ocean or the fixer of the Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Carrier accepts no repossibility for the occurries of the Carrier accepts no repossibility for the occurries of the Carriers and the Carrier accepts no reconstitute and particulars.

(B) The Merchant warrants (1) that the stowage of the contents of the containers and the clossing and scaling of the containers are 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 13. In the event of the Merchant's breach of any of three warrants, the Merchant and not the Carrier shall be repossible for, and the Merchant's head of the Ocean accordance with the containers and the containe

tramport.

(D) If the container is delivered after transport by the Ocean or Inland Carrier with seals stated, such delivery shall be deemed to be full and complice performance of the Carrier's obligation under this full of Lading, and the Carrier shall not be ladiled for any loss of end image to the contents of the container. In the container is not increased in the container and in support is contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred therefrom shall be borne by the Merchant.

(F) If any seal of the container is broken by customs or other authorities for impection of its contents, the Carrier shall not be ladiled to any external post, damage or expense.

10. Curies Continer

(A) When the Goods are not already packed into a container at the time of receipt by the Carrier, the Carrier shall be at librity to pack and carry the Goods in any type of container.

(B) The Merchant assumes full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's containers, containers not owned by the Merchant, and other equipment if the loss or damage is caused or occurs whell the the possession or control of the Merchant, in again, or common Carriers engaged by or on helds off the

Merchant
(C) The Merchant at destination shall have to return all containers not owned by the Merchant to the Carrier duly cleaned
and in good condition as deemed delivered to the shipper within the time allowed by the Carrier, failing which the
Merchant shall be laided a loss, fisse, cleaning charges, faile fee, santowy sees or any object charge for
free design of the control of the Merchant shall indemnify and hold the Carrier harmless from, any
death of or injuries to persons, or loss of or damage to property, caused by the Carrier's container or its contents whale in
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11. Special Stowage Refrigeration.

(A) The Merchant undertakes not to brade for transportation any Goods which require temperature control without (A) The Merchant undertakes not to brade from the best of the four of the Birl C Lading if this birl of Lading has been represed by the Merchant or a person action on the bold off their nature and particular temperature range to be maintained and in the case of a temperature controlled Container satisfied by or on behalf of the Merchant further undertakes that the Container has been propely pre-cooled, that the Goods have been propely affect in the Container and that its themsotatic controls have been propely set by the Merchant before receipt of the Goods by the Carrier, the Container has been contained to the Container and that its the state of the Container and that its formation controls have been propely set by the Merchant before receipt of the Goods by the Carrier through the Carrier than the Container and the Container than the Container and the Container than the Contai

thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier, If the above requirements are not compliance. If the above requirements are not compliance, and the compliance of the property of the control of the contr

12. Diageous Goods, Contraband (A) The Cartier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Cartier's approval of a written application by the Merchant prior to the earrige of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method o rendering them innocuous, together with the full names and addresses of the shipper and the

dangerous and the method or meduring them innocuous, together with the full names and addresses of the shippor and the consumer.

(B) The Merchant shall undertake that the nature and danger of nuch Goods is distinctly hand permanently marked on the consider of the prelating or container containing the Goods.

(B) The Merchant shall undertake that the nature and danger of nuch Goods is distinctly hand permanently marked on the control of the Control of

In Storage Under and on Deck (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Carrier shall not be required to specially note math, or stamp any statement of "on deck stowage" on the face of on deck the Carrier shall not be required to specially note math, or stamp any statement of "on deck stowage" on the face of (B) Goods stowed in pop, forecastle, deck boure, shelter deck, passenger space, or any other covered-in-space, or stowed in a container where placed, shall be deemed to be stowed under deck for full purposes including general vareage. (C) Any Goods customarily or reasonably carried on deck may, at Carrier's option, be carried on deck without further containers and without liability to the Carrier for the risks inherent in or incident to such carriage. Such on deck (C) is respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perits inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Carrier shall have the benefit of the provisions of the applicable, version of the Hagon Rules (culcinally UL 2 CoCoka, noverheursdage Section 1910 (c) thereof and the terms of the Bill of Lading to the contrainers and carried on the contrainers and the terms of the Bill of Lading to the contrainers and the state of the Bill of Lading to the contrainers and the state of the Bill of Lading to the contrainers and the state of the Bill of Lading to the contrainers and the state of the Bill of Lading to the contrainers and the state of the Bill of Lading to the terms of the Bill of Lading to the Bill of Lading to the Lading to the Bill of Lading to the Lading the Bill of Lading to the Lading the Lading the Bill of

IA. Valueb. Goods.

The Carmer shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jovedry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirforms, or noy other valuable goods, including goods having particular values only for the Merchant, unless the true nature and value of the Goods have been decirated in writing by the Merchant before receipt of the Goods by the Ocean or hand Carmer, the same or isoreticed on the face of this III all of adlange and additional freight has been paid as required.

15. 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 Coccas or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in
(B) If the Merchant fails in his obligations under the preceding subpart (1) the Carrier shall not be repossible for any loss
of or damage to a connection with the Goods, (2) the Merchant allab leaked for extending loss of or damage to a connection with the Goods, (2) the Merchant allab leaked for extending loss of submage to any person
or property, and (3) Merchant shall indemnify the Carrier against any resulting loss, damage, or liability suffered by the
Carrier.

16. Delivery.

(A) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carter, and Ealmet to give such notification shall not involve the Carter in any liability nor relieve the Merchant of any Carter, and Ealmet to give such notification shall not involve the Carter in any liability nor relieve the Merchant of any other place designated by the Cartier, within the goographic limits of the part of discharge or place of delivery above of the face of this Bill of Lading and cases when the Goods have been delivered to the Merchant, Inland Cartier, connecting Cartier or any other peace one entitled to receive the Goods on Merchant's behalf at the place Cartier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Cartier's Possibility.

(1) Of the Cartier's Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Cartier's Appendix of the Merchant's Delivery of the Goods on Merchant's behalf at the place designated by the Cartier's proposability.

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19. Lien

(A) The Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurage, (and mages, loss, charges, expenses, and any other sums (including costs, customs fees, attenney fees, and other fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contract for custody or currage of the Goods. Carrier any forescopes the line by selling the Goods without notice to the Merchant privately or by the contract of the

abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant.

20. Freight and Charges
(A) Freight and Charges
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(A) Freight may be calculated on the basis of the grain-clairs of the Goods famished by the Merchant, who shall be deemed
(A) Freight may be calculated on the basis of the grain-clairs of the Goods famished by the Merchant of the Goods by the Ocean or Inhand Carrier, but the Carrier for the purpose of ascertaining the actual particulars
may at any time and at the risk and expenses of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods, the Merchant shall be laished for and bound be pay to the Carrier (I) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining
(B) Full freight to the port of discharge or place of didevers shall be considered as completely entered on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Carrier shall be entitled on all freight and other clarges due hereander, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, flustrated, or admindend at any stage of the entire turnal; all registit and the paid on diamaged or unsound Goods.

Where freight is psyable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency amand in this Bill of Lading, or, at Carrier's option, in other currency subject to the requisitors of the freight conference concerned, if any, or custom at the place of payment.

(1) Goods once received by the Carrier cannot be taken avoy or disposed of by the Merchant except upon the Carrier's consent and after payment of full freight and compensation for any loss sustained by the Carrier throught

consent and after payment or tun tregger and compensation was any soon southwarm to yet any compensation of the CDF (I). If the Groots are not available whose the Vescels rangely to load (I). The Carrier is relieved of any obligations to load such Groots and the Vescel range layer the port without further notice. (I) Utilises the unavailability arises in the course of combined transport and is caused by the fullure of an Inland Carrier to perform is obligations under this life of Lading, dead freight shall be paid by the Merchant.

(I) The Merchant shall be liable for and shall indemnify the Carrier against: (I) all dues, duties, taxes, consular fees, and other charges levied on the Groots, and (2) all fitter, damages and losses sustained by the Carrier in connection with Groots, because the contraction of the Carrier and anothery in the Carrier and the Carrier and

authority.

(ii) If the Carrier is of the opinion that the Goods are in need of sorting, impecting, mending, repairing, or reconditioning, or otherwise require protecting or carrier for, the Carrier at its discretion may, by itself or through Subcontractors, and as well of the contractors, and as the contractor of the Codes and bolder of this little I dataging stalls pointing was severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this little of Ladings.

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Notice of Claim and Time for Suit against Carrier

1) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the

of discharge of piece of delivery before or at the time of delivery of the Cooks or, if the loss or damage is not apparent,

or of discharge or piece of delivery before or at the time of delivery of the Cooks or, if the loss or damage is not apparent,

piece of loss there is not the control of the cooks of a latent of the cooks or the cooks or delivery of the cooks or the cooks of the cooks of the two the the Cooks should have been delivered or the time period prescribed by the Inland Carrier's contract of carriers of the two then the Cooks should have been delivered or the time period prescribed by the Inland Carrier's contract or carriers of the video of the cooks of the two the two the cooks of the date when the Goods should have been delivered. Sait shall not be considered to have been Theorepit's within the time certified unless posses a bull have been credited on a paradication device the Carrier while such time.

or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified usings porces shall have been served on a printection obtained over the Carrier's liability for loss of or damage to the Goods, the Merchant green that the value of the Goods is the Merchant's neit invoice cost, plus freight and insurance promises. The Carrier shall not be label for loss of the Merchant's neit invoice cost, plus freight and insurance promises of the Carrier's liability for loss of or damage to the Goods, the Merchant agreen that the value of the Goods is the Merchant's neit invoice cost, plus freight and insurance promises of the Carrier's liability for loss of the Goods is the Merchant's neit invoice cost, plus freight and insurance (Inc. 1). The Carrier shall not be label for loss of damage that a mount exceeding the minimum allowable per package or unit in the applicable version of the Hagas Rules. Each ompackaged vehicle, or other pince of ampackaged erago on which freight in the properties of the Carrier's handless of the Carrier's handless

23. General Average New Jason Clause
(A) General Average New Jason Clause
(A) General average shall be adjusted, stated and settled at any port or place as the Carrier's option and according to the
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Two-k-harinery Racia, 1974 and as to mainten not provided for by these Nales, according to the laws and usages of the port
adjusters appointed by the Carrier. Average agreement or bond and such cash deposit as the Carrier may deem sufficient to
over the estimated contribution of the Goods and any salvage and special charges thereon and any other didditional
securities as the Carrier may require shall be famished by the Merchant to the Carrier before delivery of the Goods.
securities as the Carrier any require shall be famished by the Merchant to the Carrier before delivery of the Goods.
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securities as the Carrier any requires the families of the Security of the Carrier is not carried to the Carrier is not carried to the Carrier is not carried to the promotion of any sacrifices, loss, or expenses of a general average nature than two be made
or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage shalp is owned or
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24. Both to Blamer Collision
If the Versel comes into collisions with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indensify the Carrier against all loss or labelity which might be insurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or labelity represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to find the Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their chain against the carrying or the control of the Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their chain against the carrying or ship or objects other than, or in addition to the collising ships or objects are at fault in respect of a collision connect stranding or other accident.

25. General Provisions: Rust, etc.
The term 'apparent good order and condition' when used in this Bill of Lading does not mean with reference to iron, steel, or metal products, including machinery and motor vehicles, that the Goods when received were free from visible rust or moisture. It is agreed that superficial rust, oxidation or any other condition due to moisture is not a condition of damage but is inherent to the native of the Goods.

26. 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, Intriffs and bill Clading are available from the Oceanor Inland Carrier prose request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable bill of Idaing.

27. Carrier's Tariff
The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable
Tariff are obtainable from the Carrier upon request. In the case of inconsistency between the Bill of Lading and the
applicable Tariff, this Bill of Lading shall prevail except that the applicable Tariff shall govern as to freight.

