1. (Definitions) When used in this Bill of Lading (A) "Carrier" means Maxton Shipping Inc., which operates as a licensed non-vessel operating common carrier, NVOCC. (B) "Ocean Carrier" means the vessel operating carrier(s) (including the vessel or not owners) participating in the ocean transportation of the Goods between post of different countries (C) "Inland Carrier" means carriers (other than the Carrier or Ocean Carrier) by land, water of different countries (C) "Inland Carries" means carriers (other than the Carrier or Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as earnier or bailes (D) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Carrier and Ocean Carrier plus one or more Inland Carriers. (E) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (F) "Merchant" includes the shipper, consigner, cowner, and receiver of the Goods and the holder of this Bill of Lading and receiver of the Goods and the holder of this Bill of Lading and, if the grag is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well. (H) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, rant, lighter, burge or other means of transport that is substituted in whole or in part for that vessel. (I) "Container" includes any containers (including and any ship, and the containers) and any containers (including and ocean too containers) and the containers of the thing and the containers of the size of transport that is substituted in whole or in part for that vessel. (I) "Container" includes any containers (including and ocean too containers) and the device used for the containers (including and ocean too containers) and the containers and the cont transport that is substituted in whole or in part for that vesset. (I) "Container" includes any containers (including an open top container) flat rates, lpatform, trailer, transportable tank, pallet or any other device used for transportation of goods. (I) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railroad or other Inland Carrier. (S) "Subcontractor" includes stevedores, Ingaberers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods. (I) "United States" or "Use;" means the United States of Merciae.

2. (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading states to the International Connections for the shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for th shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, detact all Brussels, Jayauze 25, 1924, as mended (including, where enacted, the Protocol dated at Brussels, February 23, 1968, known as the Visby Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply. (B) If this Bill of Lading covers Goods moving to or from parts of the United States in Gregal trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. P1300-1315 as amended (hereinafter "U.S.

the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. Pl300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Carrier and any other water carrier and as otherwise provided in this Bill of Lading, 3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by the laws of the state of CALIFORNIA with the exception of its condict of laws principles. All disputes a singing from the shipment to which this bill of lading pertains may only be instituted in a court of appropriate jurisdiction located in the state of CALIFORNIA. Merchant and Carrier each agree that they are subject to the personal jurisdiction of all state and federal courts located in the state of CALIFORNIA. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has the instituted only in the country where the Carrier has the instituted only in the country where the Carrier has been its principal experiment. its principal place of business and shall be decided according to the law of such country.

tals its principal pract of obstitions as state of the control of the principal pract of the control of the con

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, exemption from, climitation of liability authorized by the applicable laws, statutes, or regulations of any country.

S. (Sub-Contracting: Exemptions and Immunities of Subcontractors) Exemptions and Immunities of Subcontractors (A) The Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carriering of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor, except the Ocean Carrier or Inland Carrier, that imposes or attenties to impose upon any of them on any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Carrier against all consequences of such claims. (C) Without prejudece to the foregoing, if it is expressly agreed that every such Subcontractor (and Subcontractor's Subcontractory shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled.

6. (Route to Transport) (A) The Goods may, at the Carriers alsobute discretion, be carried as a single shipment or as several shipments by the Vessel and and van yother means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or any other means of transport by land, water, or air and by any route often and many order, rotte with or without the Goods in whole or in part are for any reason not carried on the Cyssel shall have liberty to call and or any other means of transport to a respect to the contraction of the direct, advertised, or extension practice, or category to the contract, or carrier or a preserve of the contract of the contract of the contract of the contract of the

the Vessel named by this Buil of Lading. (f) Any action taken by the Carner under this Article 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Carrier be held lable in respect of such action, the Carner shall be entitled to the full benefit of all privately entitled in the mannities contained in this Bill of Lading; it was def Port-ta-Port Transportation of the Goods, the Carrier shall not be responsibility) (A) insofar as this Bill of Lading is used for Port-ta-Port Transportation of the Goods caused before loading or after discharge "Loading" shall be deemed to be responsible for loss of or damage to the Goods caused before loading or after discharge "Loading" shall be deemed to be considered to the Cook of the connections. "Discharge" shall be deemed to be completed when the Goods have been unhooked from the el's tackle o removed from the vessel's deck or passed beyond the vessel's permanent pipe connections.

vessel's tackle o removed from the vessel's deck or passed beyond the vessel's permanent pipe connections.

(B) Insofar as this Bill of Lading is use diff combined transport of the Goods, the responsibility of the Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or or damage to the Goods, including loss or damage creatuling from delay, should be made against the carrier having custody of the Goods when the loss or damage resulting from canused. (C) If it is established by the Merchant that the Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (I) Whit respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the sea terminal at the port of loading to the time when they left the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated (C)(i) above, with respect to loss or damage caused during the handling, storage or carriage of the Goods by Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage or carriage under its own responsibility, the Carrier shall only be liable for procuring such handling, storage or carriage, courred in or between points in Europe, or where otherwise applicables, such proposability shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road dated 19 May 1956 (CMM) (b) if the will be the International Carriage of Goods by Road dated 19 May 1956 (CMM) (b) if the will be the International Carriage of Conde by Road dated 19 May 1956 (CMM) (b) if the will be the International Carriage of Condes by Road dated 19 May 1956 (CMM) (b) if the will be the International Carriage of Condes by Road (condess Road Carriage of Condess Road Carriage of Ca

under its own responsibility, the Carrier shall only be liable for procuring such handling, storage or carriage, if the Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Carriage to Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Carriage to Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the Convention of the Unification of Certain Rules Relating to International Carriage by 3th, risigned Warraw 12 October, 1972, as amended by the Hague Protocol dated 28 September, 1955 (Warraw Convention); (d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, sat Psycholar than an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, as applicable. (c) Notwithstanding foregoing Article 7 (A) or 7 (B), the Carrier does not undertake that the Goods shall arrive at the foot of schorage or place of delivery at any particular time or in time to meet any particular market or ruse, and the Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay (f) If this bill of Lading is solely for the purpose of the Merchant's reference, and the Carrier's responsibility for the Goods shall arrive at the Bill of Lading is used for Porta-or Port Transportation, the column indicating final destination on the face of this Bill of Lading is used for Porta-or Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Merchant's reference, and the Carrier's responsibility for the Goods and the transport, which in the Judgement of the Carrier (Including for the purpose of this Article the Carrier is to danger, nipary, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Carrier, a vehicle, any person, the Goods are property, or has rendered or is likely to great or an attaining the Goods are loaded on the Vessel, the Goods are loaded on t

(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those ca existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, dostacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quantatines, santary, or other similar regulations or restrictions, articles, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for locating, discharge, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics of diseases, bad weather, shallow water, ice, landship, or other obstacles in navigation or carriage (D) The 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 shall have liberty to comply with others, directions, regardation or suggestates as or the regions of the cloud handling of the Goods or the Vessel however given by any actual or purported government or public authority, or by any committee or person having under the terms of any in sustance on the Vessel, the right to give such order, or the contraction, regulation, or suggestion. If thy reason of and or in compliance with any such order, direction, regulation,

Combined Transport Bill of Lading

anything is done or is not done the same shall be deemed to be included within the contractual

9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers 9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nutrue, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Carrier that the descriptions and particulars insmished by him are correct, and the Merchant shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular. 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. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to countersign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor or mybrids the Carrier harmless of the costs.

resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relian.

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

11. (Ocean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Carrier hammes from, any death of or injuries to persons, or loss of or damage to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common carriers required to zero, and behalf of the Merchant. gaged by or on behalf of the Merchant.

engaged by or on behalf of the Merchant.

12. (Ontainer Packed by Merchant) If the cargo received by the Ocean or Inland Carrier is in a container packed
by or on behalf of the Merchant. (A) this Bill of Lading is prima facie evidence of the receipt only of the number
on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and
laland Carriers, and the Carrier accepts no responsibility for the accuracy of the description of condition or
particulars. (B) The Merchant and not the Carrier warrants (1) that the stowage of the contents of the containers
and the closing and sealing 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 15. In the
event of the Merchant's breach of any of these warranties, the Merchant and not the Carrier shall be responsible for, and the Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or for, and the Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or property (including the Goody) (C). The Merchant sall inspect the container when it is furnished by or on behalf of the Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition of the transpert or tentrated for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Carrier before the transpert of the Carrier to the contrary, in and critire with seals intact, such delivery shall be deemed to be full and complete perforance of the Carrier's obligation under this Bill of Lading, and the Carrier shall not be liable for any loss of or damage to the container. (B) The Ocean and Inland Carrier shall have the right to open the containers of the containers of the Ocean and Inland Carrier shall have the right to open the container and to exceed the containers of the Ocean and Inland Carrier shall have the right to open the containers of the ocusioners. (B) The Ocean and Inland Carrier shall have the right to open the containers and to be received to the object of the Ocean and Inland Carrier shall have the right to open the containers of the ocusioners of the Ocean and Inland Carrier shall have the right to open the containers of the ocusioners of the Ocean and Inland Carrier shall not be liable for any resulting loss, damage or expenses.

loss, damage or expenses.

13. (Special Carriage or Container) (A) The Carrier does not undertake to carry the Goods in refligerated, heated, insulated, venilated, or any other special hold or container, not to carry any special container packed by or on behalf of the Merchant, but the Carrier will test such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container also expecial to missing the Carrier of the Carrier shall not be leisbe for this flittle Lading, and (3) special brights as required has been paid. The Carrier shall not be leisbe for all to be contained as special container supplied by or on behalf of the Merchant, (B) The Carrier shall not be listed for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refligeration or heating machinery, insulation, ships plant, or other such apparatus to the Vessel or container, provided that the Carrier shall before or at the beginning of the transport exercise de diligence to maintain the special hold or container in a efficient state. (c) If the Goods have been packed into a refligerated container by the Ocean or Inland Carrier; and the particular temperature mage requested by the Merchants is inserted 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. (D) If the cargo received by the Ocean or Inland Carrier is an erfligerated container packed by or on behalf of the Merchant is into the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall n 13. (Special Carriage or Container) (A) The Carrier does not undertake to carry the Goods in refrige

discovered to have been received by the Ocean or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Carrier, the Inland Carrier, Ocean Carrier, or Subcontractor shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or earriage of such Goods. (E) The Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier, (F) The Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expenses of the Merchant ense of the Merchant.

centers of the Merchant.

15, (Stowage 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 mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding, Such on deck carriage shall not be considered a deviation. (B) Norther Ocean Carrier no Carrier shall be liable for los or dumage caused by water incursion or other perils incident to on deck earnings. (C) Goods stowed in poop, forecastle, deck house, shelter deck, passager space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (D) Lumber, earn howing equipment and all other Goods customarily or reasonably carried on deck may at Carrier's option, be carried on deck without further notice to Merchant and without liability to the Carrier for the takes inherent in or incident to such carrianse. Such on deck carriages while not be considered advartiant. (El) Carrier's option, to earried at usek wintout number move to witchcain alla wintout mainty to tal Carrier air tale thrisks inherent in or incident to use clear carriage. Such on deck carriage shall not be considered as deviation (F) in this shall be considered as the carried of the considered of the Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods hall 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 Hague Rule (including U.S. COSA), notwithstanding Section 1501 (c) thereol) and the term of this Bill of the three three controls are considered to the control of the control

Launing

I.G. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by the Merchant, and in all other or damage by penils inherent in or incident to such carriage snain to borne by the sortenant, and in an outce beets the Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including COGSA, notwithstanding Section 1301(c) thereof) and the terms of this Bill of Lading. (Valuable Goods) The Carrier shall not be liable to any extent for any loss of or damage to or in connection

17. (Valuebe Goods) The Carrier shall not be liable to any extent for any loss of or damage to or in connection with practions metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of nrt currols, betrioms, or any other valuable goods, including goods having particular value before receipt of the Goods to the treatment and value of the Goods have been declared in writing by the Merchant before receipt of the Goods have been declared in writing by the Merchant before receipt of the Goods and the Goods of the Goods have been declared in writing by the Merchant before receipt of the Goods and the Goods of the Goods have been declared in the Goods of the Goo

the Carrier.

19. (Delivery by Marks) (A) The Carrier shall not be liable for failure or delaying delivery in accordance with
marks, unless such marks have been clearly and durably stamped or marked up in the Goods, package, or container
by the Merchant before they are received by the Coesan or Inland Carrie, in eleters and numbers not less than two by the Merchant before they are received by the Ocean or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant thall indemnity the Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Giods of like character in proportion to any apparent shortage, loss of weight or damage.

or damage.

20. (Delivery) (A) The Carrier shall have the right to deliver the Goods at any time at the Vessels side, custombonuse, waterbouse, wharf, or any other place designated by the Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this Bill of Lading (B) The Carrier's recponsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, counsering carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Carrier's receponsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, counsering carrier or any other person entitled to receive the Goods on Merchant's behalf at the lapse designated by the Carrier of the Goods on Merchant's behalf at the lapse designated by the Carrier of the Goods on Merchant's behalf at the lapse designated by the Carrier of the Goods on the Carrier and the Carrier an 20. (Delivery) (A) The Carrier shall have the right to deliver the Goods at any time at the Vessels side Lading shall be deemed to have been discharged, and the Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if expressed must give notice in writing to avail himself of the option so expressed must give notice in writing to he Carrier at the Expressed must give notice in writing to the Carrier at the first port of call annual in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any

of the optional ports at Carrier's option, and the Carrier's responsibility shall then. (F) Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party.

this Bill of Lading, concerning notification or a notify party.

21. (On-Carriage and Forwarding) (A) Whether arranged beforehand or not, the Carrier shall be at liberty without notice to earry the Goods wholly or partly by the named or any other Vessel, craft brang, or other means of transport by water, land or air, whether or not owned or operated by the Carrier. (B) The Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any poor to place for theratispinent and store them afloat or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscanding they, when found, may be forwarded to their intended port of discharge or place of delivery or if they do miscanding they, when found, may be forwarded to their intended port of discharge or place of delivery as the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (I) In case of Port-OP-OPT Transportation, transshipment of cargo, or receipt of eargo from ports or inland points not including within the ship's titinerary or the Carrier's service, it be at the activity and carried the Marchard and only the Carrier service, and the decrease of the Merchard and only the further point is such or the such as the suc is to be at the sole risk and expense of the Merchant, and neither the Carrier not its Subcont actor shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Carrier of a bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the

Carrier
22. (Fire) The Carrier shall not be responsible for any loss of or damage to the Goods arising from fire at any time, even though before loading on or after discharge from the Vessel, unless caused by the actu

at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Carrier.

23. (Listo) (A) Carrier shall have a general liten on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, for all claims for charges, expenses (including costs, customs fees, attempt fees, other fees for recovering the sums) or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lite in shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notic, registered mall to Merchant, the goods, wares and/or merchandisc or so much as may be necessary to satisfy such lier and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such asle shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or wortliess, the Carrier (without responsability to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the solo risk and expenses of the Merchant

in the Carrier's opinion in e Goods will occome deteriorated, occupied with responsibility to in mya at its discretion and subject to its line, self, abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant and the calculated and due in accordance with Carrier's Tariff, this bill of 24 (Freight and Charges) (4) Freight and the calculated and due in accordance with Carrier's Tariff, this bill of decreted to have guaranteed to the Carrier the accuracy of the contents, weight, measure, or value as furnished by the manufacture of the Carrier for the purpose of ascertaning the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of innover declaration of the contents, weight, measure and or value of the Goods and the Goods. In case of innover declaration of the contents, weight, measure and or value of the Goods and the Goods. In case of innover declaration of the contents, weight, measure and or value of the Goods and the Goods. In case of innover declaration of the contents, weight, measure and or value of the Goods and the Goods. In case of innover declaration of the contents, weight, measure and or value of the Goods and the Goods. In case of innover declaration of the contents, weight, measure and or value of the Goods and the Goods. In case of discharge or place of ediverys shall be considered as completely carned on receipt of the Goods by the Carrier, whether the Vessel and the Goods a losses sustained by the Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods refused exportation or importation by any public authority. (6) If the Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or earing for, the Carrier at its discretion may, by itself or through Subcontanteers, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (1) The shipper, consignor, concensigner, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the symmetry of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier of the Condes and holder of this Bill of Lading shall be jointly and severally liable to the Carrier of the Condes and holder of this Bill of Lading shall be jointly and severally liable to the Carrier.

25. (Notice of Claim and Time for Suit against Carrier) (A) Unless notice of loss or damage 25. (Notice of Claim and Time for Suit against Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be 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 is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as deserthed in this Bill of Lading. (B) The Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Carrier within such time.

unless process shall have been served and jurnsduction obtained over the Carrier within such time.

See (Linhitation of Linbility) (A) Subject to subpute) purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if pland. The Carrier's allal not be liable for the Carrier's liability for loss of the Carrier's liability for loss of order than the Carrier's liability for loss of order liability for loss of the Goods of the Carrier's liability for loss of the Goods of the Carrier's liability for loss of the Goods of the Carrier's liability for loss of the Goods of the Goods of the Goods of the Carrier's liability for loss of the Goods Merchant's net invoice cost, plus freight and insurance premium, if paid. The Carrier shall not be liable for any loss of profit or any consequential loss, (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or earriage to which the applicable version of the Hague Rules applies: (1) The Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. S500 per package or customary freight unit unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Carrier's liablity, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been willfully misstated or is marketly higher than the actual value the Carrier's liablity in the Carrier's liablity in the Carrier's liablity in the Carrier's liablity to the Carrier's liablity to the Carrier's liablity to the Carrier's liablity in the Carrier's liablity on the Carrier's liablity on the South of the Carrier's liablity and the Carrier's liablity on the Carrier's liablity and the Carrier's liablity on the South of the Carrier's liablity on the Carrier's liablity and the Carrier's liablity on the South of the Carrier's liablity and the Carrier's liablity on the South of the Carrier's liablity on the Carrier's liablity of the Carrier's liablity on the Carrier's liablity and the Carrier's liablity on the Carrier's liablity of the Carrier's liablity of the Carrier's lablity of the Carrier's lablity of the Carrier's lablit

the Carrier's tability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro-rate on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or untitized into a similar article of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

77. (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 two the particle of the propers of the application of the limitation of liability provided for in this Article.

77. (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 two propers of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be firmished by the Merchant to the Carrier before of which the Carrier is not repossible by statue, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods.

28. (Both to Blanne Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Ve

28. (Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act neglect, or default of the Master, mariner, pilot, or sevenuts of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-arrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-arrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or non-arrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or non-arrying ship or her owners as part of their claim against the carrying. Vessel or its owner. The foregoing provisions shall also apply 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 in respect of a collision contact stranding or

other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.

29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steed, or metal products, that the Goods when received were free from visible runs or moisture, (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stans, discoloration, moisture, shakes, holes, chaffed, breakage or spitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receives or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting therefrom. The Carrier shall not be responsible for any such damage.

30. (Grain) Discharge of grain received by the Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using on not using elevators, and such discharge shall consistent as sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.

31. (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading grave vasible from the Carrier for loss or damage shall be given and said commenced as provided in the Inland Carrier as splication to terious products and the carrier's application turiff. Copies of the applicable tariff are obtainable from the Carrier upon request.

33. (Severability of Terms) The terms of this Bill of Lading are sevenble and if any part or term is declared invalid of unenchale to evolved the t

invalid or unentorecastic, the validity or enforceability, of any other part or term shall not be affected.

34. (Himalaya Clause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statue or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, offices and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.