

**BLU LOGISTICS COLOMBIA SAS
NVOCC TARIFF**

001-SCOPE

Rules and conditions named herein apply to the transportation of cargo between ports and points listed in Paragraph A and ports and points listed in Paragraph B.

A) Between ALL PORTS /POINTS OF CALL in the following;

GROUP: DOMESTIC COUNTRIES includes;
America Samoa Puerto Rico
Guam United States
Johnston Atoll US Virgin Islands
Midway Islands Wake Island
Northern Mariana Islands

1) GROUP: US BASE PORTS includes; (See Note)

a) GROUP: ATLANTIC BASE PORTS includes;
Baltimore, MD Norfolk
Boston, MA Philadelphia, PA
Charleston, SC Port Everglades, FL
Miami, FL Savannah, GA
New York, NY Wilmington, NC

b) GROUP: GULF BASE PORTS includes;
Houston, TX New Orleans, LA
Mobile, AL Tampa, FL

c) GROUP: PACIFIC BASE PORTS includes;
Long Beach, CA San Francisco, CA
Los Angeles, CA Seattle, WA
Oakland, CA Tacoma, WA
Portland, OR

B) AND ALL PORTS/POINTS OF CALL in the following Countries
To/From Which Rates Apply:

1) GROUP: EUROPE COUNTRIES includes;
Austria Liechtenstein
Belgium Luxembourg
Czechoslovakia Netherlands
Germany Switzerland
Hungary

a) GROUP: EUROPE BASE PORTS includes; (See Note)
Antwerp, BE Hamburg, GM
Bremen, GM Rotterdam, NL
Bremerhaven, GM

b) GROUP: FRENCH ATLANTIC BASE PORTS includes;
LeHavre, FR

2) GROUP: UK COUNTRIES includes;
Guernsey Man, Isle of

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- | | |
|---------|----------------|
| Ireland | St. Helena |
| Jersey | United Kingdom |
- a) GROUP: UK BASE PORTS includes; (See Note)
- | | |
|----------------|----------------|
| Felixstowe, UK | London, UK |
| Liverpool, UK | Manchester, UK |
- 3) GROUP: SCANDINAVIA COUNTRIES includes;
- | | |
|---------------|-----------|
| Denmark | Jan Mayen |
| Faroe Islands | Norway |
| Finland | Svalbard |
| Greenland | Sweden |
| Iceland | |
- a) GROUP: SCANDINAVIA BASE PORTS incl; (See Note)
- | | |
|----------------|---------------|
| Aarhus, DA | Thule, GL |
| Gothenburg, SW | Trondheim, NO |
| Helsinki, FI | Vaag, FO |
| Reykjavik, IC | |
- 4) GROUP: BALTIC COUNTRIES includes;
- | | |
|--------|---------------------------------------|
| Poland | Union of Soviet
Socialist Republic |
|--------|---------------------------------------|
- a) GROUP: BALTIC BASE PORTS includes; (See Note)
- | | |
|------------|---------------|
| Gdansk, PL | Leningrad, UR |
|------------|---------------|
- 5) GROUP: MED COUNTRIES includes;
- | | |
|------------|--------------|
| Albania | Libya |
| Algeria | Malta |
| Andorra | Monaco |
| Cyprus | Morocco |
| France | Portugal |
| Gaza Strip | San Marino |
| Gibraltar | Spain |
| Greece | Syria |
| Israel | Tunisia |
| Italy | Vatican City |
| Lebanon | Yugoslavia |
- a) GROUP: MED BASE PORTS includes; (See Note)
- | | |
|---------------|-----------------------|
| Bar, YO | Monaco, MN |
| Beirut, LE | Oran, AG |
| Bilbao, SP | Piraeus, GR |
| Durazzo, AL | Tangier, MO |
| Gibraltar, GI | Tripoli, LV |
| Haifa, IS | Tunis, TS |
| Latakia, SY | Valetta, MT |
| Leghorn, IT | MED FRANCE BASE PORTS |
- b) GROUP: MED FRANCE BASE PORTS includes; (See Note)
- | | |
|-----------------|--|
| Fos Sur Mer, FR | |
|-----------------|--|
- 6) GROUP: BLACK SEA COUNTRIES includes;
- | | |
|----------|---------------------------------------|
| Bulgaria | Turkey |
| Romania | Union of Soviet
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- a) GROUP: BLACK SEA BASE PORTS includes; (See Note)
Braila, RO Lom, BU
Istanbul, TU Odessa, UR
- 7) GROUP: MID-EAST COUNTRIES includes;
Bahrain Oman
Egypt Qatar
Iran Saudi Arabia
Iraq United Arab Emirates
Iraq-Saudi Arabia
Neutral Zone West Bank
Jordan Yemen
Kuwait
- a) GROUP: MID EAST BASE PORTS includes; (See Note)
Abu Dhabi, TC Damman, SA
Alexandria, EG Doha, QA
Aqaba, JO Hodeidah, YM
Baghdad, IZ Kuwait, KU
Bahrain, BA Muscat, MU
Bandar Abbas
- 8) GROUP: INDIA SUB-CONTINENT COUNTRIES includes;
Afghanistan Maldives
Bangladesh Nepal
Bhutan Pakistan
Burma Sri Lanka
India
- a) GROUP: INDIA SUB-CONT BASE PORTS incl; (See Note)
Bombay, IN Pasni, PK
Chittagong, BG Rangoon, BM
Colombo, CE
- 9) GROUP: SE ASIA COUNTRIES includes;
Cambodia Thailand
Laos Vietnam
Malaysia
- a) GROUP: SE ASIA BASE PORTS includes; (See Note)
Bangkok, TH Hanoi, VM
Cheko, CB Kelang, MY
- 10) GROUP: FAR EAST COUNTRIES includes;
Hong Kong Philippines
Indonesia Singapore
Japan Taiwan
Korea, Democratic
People's Rep
Korea, Republic of
- a) GROUP: FAR EAST BASE PORTS includes; (See Note)
Busan, KS Keelung, TW
Djakarta, ID Kobe, JA
Gensan, KN Manila, RP
Hong Kong, HK JAPAN BASE PORTS

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TAIWAN BASE PORTS

- b) GROUP: TAIWAN BASE PORTS includes;
Kaohsiung, TW Keelung, TW
- c) GROUP: JAPAN BASE PORTS includes;
Kobe, JA Tokyo, JA
Osaka, JA Yokohama, JA
- 11) GROUP: ASIA COUNTRIES NOS includes;
China Mongolia
Macau Paracel Islands
- a) GROUP: ASIA BASE PORTS NOS includes; (See Note)
Macao, CH Macau, MC
- 12) GROUP: SOUTH PACIFIC COUNTRIES includes;
Ashmore and Cartier New Caledonia
Islands New Zealand
Australia Niue
Baker Island Norfolk Island
Brunei Palmyra Atoll
Christmas Island Papua New Guinea
Cocos (Keelung) Islands Pitcairn Islands
Cook Islands Solomon Islands
Coral Sea Islands Spratly Islands
Federated States of Tokelau
Micronesia Tonga
Fiji Tromelin Island
French Polynesia Trust Territory of
Heard Island and McDonald the Pacific
Island Tuvalu
Howland Island Vanuatu
Jarvis Island Wallis and Futuna
Kingman Reef Western Samoa
Kiribati
Marshall Islands
Nauru
- a) GROUP: SOUTH PACIFIC BASE PORTS incl; (See Note)
Auckland, NZ Port Moresby, PP
Auki, BP Port Vila, NH
Brunei Town, BX Rarotonga, CW
Ebeye, RM Saipan, PS
Haapia, TN Suva, FJ
Nauru Island, NR Sydney, AS
Niue Island, NE Tarawa, KR
Noumea, NC Tuvalu, TV
Papeete, FP AUSTRALIA BASE PORTS
NEW ZEALAND BASE PORTS
- b) GROUP: AUSTRALIA BASE PORTS includes;
Adelaide, AS Melbourne, AS
Brisbane, AS Sydney, AS
- c) GROUP: NEW ZEALAND BASE PORTS includes;
Auckland, NZ Wellington, NZ

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Lyttleton, NZ

- 13) GROUP: AFRICA COUNTRIES includes;
- | | |
|--------------------------|--------------------------|
| Angola | Madagascar |
| Bassas Da India | Malawi |
| Benin | Mali |
| Botswana | Mauritania |
| Burkina | Mauritius |
| Burundi | Mayotte |
| Cameroon | Morocco |
| Cape Verde | Mozambique |
| Central African Republic | Namibia |
| Chad | Niger |
| Comoros | Nigeria |
| Congo | Reunion |
| Djibouti | Rwanda |
| Equatorial Guinea | Sao Tome and Principe |
| Ethiopia | Senegal |
| Europa Island | Seychelles |
| Gabon | Sierra Leone |
| Gambia, The | Somalia |
| Ghana | South Africa |
| Glorioso Islands | Sudan |
| Guinea | Swaziland |
| Guinea-Bissau | Tanzania, United Rep. of |
| Ivory Coast | Togo |
| Juan De Nova Island | Uganda |
| Kenya | Western Sahara |
| Lesotho | Zaire |
| Liberia | Zambia |
| | Zimbabwe |
- a) GROUP: AFRICA BASE PORTS includes; (See Note)
- | | |
|-------------------|-----------------------|
| Abidjan, IV | Luba, EK |
| Assab, ET | Mahe, SE |
| Banjul, GA | Maputo, MZ |
| Berbera, SO | Matadi, CG |
| Bissau, PU | Mombasa, KE |
| Casablanca, MO | Monrovia, LI |
| Conakry, GV | Moroni, CN |
| Cotonou, BN | Nouakchott, MR |
| Dakar, SG | Pointe Des Galets, RE |
| Dar Es Salaam, SG | Pointe Noire, CF |
| Djibouti, DJ | Port Gentil, GB |
| Douala, CM | Port Louis, MP |
| Durban, SF | Port Sudan, SU |
| Freetown, SL | Praia, CV |
| Jinja, UG | Principe, TP |
| Lagos, NI | Tamatave, MA |
| Lome, TO | Tema, GH |
| Luanda, AO | Walvis Bay, WA |
- 14) GROUP: SOUTH AMERICA COUNTRIES includes;
- | | |
|-----------|------------------|
| Argentina | Falkland Islands |
| Belize | French Guiana |
| Bolivia | Guyana |
| Brazil | Paraguay |

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Chile	Peru
Colombia	Suriname
Ecuador	Uruguay
	Venezuela

- a) GROUP: SOUTH AMERICA BASE PORTS incl; (See Note)
- | | |
|------------------|--------------------|
| Albina, NS | Lima, PE |
| Antofagasta, CI | Montevideo, UY |
| Belize City, BH | |
| Buenos Aires, AR | Puerto Cabello, VE |
| Cayenne, FG | Santos, BR |
| Georgetown, GY | Tolu, CO |
| Guaqui, BL | Villeta, PA |
| Guayaquil, EC | |

- 15) GROUP: CENTRAL AMERICA COUNTRIES includes;
- | | |
|-------------|-----------|
| Costa Rica | Mexico |
| El Salvador | Nicaragua |
| Guatemala | Panama |
| Honduras | |

- a) GROUP: CENTRAL AMERICA BASE PORTS incl; (Note)
- | | |
|-------------------|------------------|
| Colon, PM | San Salvador, ES |
| Managua, NU | Santo Tomas, GT |
| Puerto Cortes, HO | Veracruz, MX |
| Puerto Limon, CS | |

- 16) GROUP: CARIBBEAN COUNTRIES includes;
- | | |
|------------------------|----------------------------------|
| Anguilla | Guadeloupe |
| Antigua and Barbuda | Haiti |
| Aruba | Jamaica |
| Bahamas, The | Martinique |
| Barbados | Montserrat |
| Bermuda | Navassa Island |
| British Virgin Islands | Netherlands Antilles |
| Cayman Islands | St Kitts and Nevis |
| Cuba | St Lucia |
| Dominica | St Vincent and the
Grenadines |
| Dominican Republic | |
| Grenada | Trinidad and Tobago |
| | Turks and Caicos Islands |

- a) GROUP: CARIBBEAN BASE PORTS includes; (See Note)
- | | |
|--------------------|--------------------|
| Antigua, AC | Pointe a Pitre, GP |
| Basseterre, SC | Port au Prince, HA |
| Bridgetown, BB | Port Castries, TD |
| | Port of Spain, TD |
| Fort De France, MB | Roseau, DO |
| Freeport, BF | Saint Georges, GJ |
| Georgetown, CJ | Salt Cay, TK |
| Hamilton, BD | Santa Clara, CU |
| Kingston, JM | Santo Domingo, DR |
| Kingstown, VC | The Road, AV |
| | Tortola, VI |
| Plymouth, MH | |

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1- 1 THROUGH RATES/INTERMODAL TRANSPORTATION

- A) Points of Origin and/or Destination and interchange ports will be specified in individual RATES.
- B) Unless specifically provided in individual rate items, RATES will apply to/from points and will apply via motor/rail/water or any combination thereof via the routes specified in RATES.
- C) Carrier's liability for through transportation is set forth in carrier's Combined Transport Bill of Lading.

002 APPLICATION OF RATES AND CHARGES

- A. Rates included in NRAs or published herein are stated in terms of United States Currency and apply per weight ton of 1000 Kilos (W) or measurement ton of 1 Cubic Meter (M), whichever produces the greater revenue, in accordance with the specifications of the applicable rate.
- B. Rates included in NRAs or published herein apply between carrier's terminal at port/point of loading and carrier's terminal at port/point of discharge, and unless otherwise specifically provided within individual commodity descriptions do not include terminal, handling, wharfage, marine insurance or any other accessorial charges which are established by Custom of the Port, by Port Tariffs, or by U.S. Customs. Any accessorial charges which are assessed against the cargo will be for the account of the cargo.
- C. Packages containing articles of more than one description shall be charged on the basis on the rate provided for the highest rated articles contained therein.
- D. Rates applying from/to U.S. PORTS shall apply via All-Water Service (AW) unless routing is specifically designated in the applicable NRA or in individual RATES indicating mode of inland transportation.
- E. DESCRIPTION OF SERVICE

Except as otherwise provided in the applicable NRA all rates and charges

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included in an NRA or in this tariff are applicable to the transportation of general commodities in containers and apply via the services noted below.

DOOR (D)

AT ORIGIN - applies when the cargo is loaded on shipper's premises at shipper's expenses. Rate includes inland transportation from shipper's premises to carrier's designated facility.

AT DESTINATION - applies when the cargo is loaded on consignee's premises at consignee's expenses. Rate includes inland transportation from carrier's facility to the consignee's premises.

HOUSE (H), OCEAN PORT (O) OR CONTAINER YARD (Y)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's designated facility. Rate does NOT include pick-up, loading or return of loaded container to carrier's designated facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's designated facility. Rate does NOT include, delivery, unloading or return of empty container to carrier's designated facility.

MOTOR (M) OR RAIL (R)

AT ORIGIN - applies when the empty container is made available to the shipper at carrier's container depot. Rate does NOT include pick-up, loading or return of loaded container to carrier's designated MOTOR (M) or RAIL (R) terminal. Rate includes all inland transportation from MOTOR (M) or RAIL (R) terminal to carrier's facility.

AT DESTINATION - applies when the loaded container is made available to the consignee at carrier's MOTOR (M) or RAIL (R) terminal. Rates does NOT include delivery, unloading or return of empty container to carrier's designated container depot. Rate includes all inland transportation from carrier's facility to MOTOR (M) or RAIL (R) terminal.

PIER (P) OR CONTAINER FREIGHT STATION (S)

AT ORIGIN - applies when the shipper delivers cargo to carrier's designated facility at shipper's expense. Rate includes loading the container by the carrier.

AT DESTINATION - applies when the consignee picks up cargo at carrier's designated facility at consignee's expense. Rate includes unloading the container by the carrier.

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F. MARKING OF FREIGHT

Each single carton, package or other separate article MUST be plainly and durably marked with the name and address of the shipper and the name and address of the consignee.

G. INSURANCE

Rates named in ana NRA or herein do not include Marine Insurance, and no premiums for account of shipper may be absorbed by the carrier.

H. LIMITATION OF SERVICE

A. The carrier is not obligated under an NRA or this tariff to transport property for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the judgment of the carrier.

B) Nothing in an NRA or this tariff shall be construed as to create any obligation for the carrier to institute or maintain any service from or to any places named herein, and all rates, rules and regulations will apply when services so mentioned are operating.

I. PARTS

Wherever rates are provided on articles named in an NRA or herein, the same rates will apply on parts of such articles, except where specific rates are provided for such parts.

J. FREE TIME AND DEMURRAGE

A. EXPORT

Cargo delivered for a specific sailing is allowed a basic period of 10 (ten) days free time. (See Note)

B. IMPORT

A period of 5 (five) days free time exclusive of Saturdays, Sundays, and legal holidays will be allowed for import cargo (See Note)

NOTE: Free Time allowed and Demurrage assessed will be for the account or cargo.

K. FORCE MAJEURE

Force Majeure Clause: "Without prejudice to any rights or privileges of the carrier under covering Bills of Lading or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, pandemics, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto, or any other official interferences

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with commercial intercourse arising from the above conditions and affecting the carriers' operations, the carrier reserves the right to cancel any outstanding booking or contract of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984."

L. SHIPPER LOAD AND COUNT

Where containers are loaded by shipper or his agent and sealed, carrier will accept such shipments subject to "Shipper's Load and Count" and Bill of Lading shall be so clause and carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles. The shipper shall furnish carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container. Carrier reserves the right to open and inspect the contents of a container and so indicates on the Bill of Lading, resealing the container. When containers loaded with goods moving subject to shipper's load and count are delivered to consignee or his agent, consignee or his agent must furnish carrier with a claim-free receipt prior to release of container or contents for delivery.

M. TYPES OF SERVICE REQUESTED BY SHIPPER

Carrier Designated Rates -
The rates listed in an NRA or in this tariff may provide varying rate levels as designated by the respective ocean carriers and be differentiated by ocean carrier service name or other such identifiable abbreviation thereof. In the event that a shipper selected ocean carrier cannot provide the required equipment to facilitate the movement of said freight the shipper will then be responsible for the selection of any other listed ocean carrier service to effect shipment to ports and points as specified. All costs associated with change of selection of ocean carrier shall be for shipper's account.

003 RATE APPLICABILITY RULE

All NRA or tariff rates, rules and charges applicable to a given shipment will be those published and in effect when the cargo is received by the ocean carrier or its agent, including originating carriers in the case of rates for through transportation.

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006 MINIMUM BILL OF LADING CHARGES

Except as otherwise specifically provided herein, the minimum charge for a single shipment from one shipper to one consignee shall be 1000 Kilos or 1 Cubic Meter.

007 PAYMENT OF FREIGHT CHARGES

- A) Freight charges must be prepaid, unless prior arrangements have been concluded accordance with the following provisions:
- 1) Prepaid Freight and Prepayment of Freight:
When freight or charges are prepaid, Bill of Lading must not be issued except upon payment of such freight of charges.
 - 2) Collect Freight:
Collect freight and charges must be paid to the ocean carrier prior to release of cargo at terminal ports of discharge.
 - 3) Freight charges must be paid to the carrier before release of the cargo, unless prior arrangement to the contrary has been made with the carrier.
 - 4) Freight charges and all other charges must be prepaid on shipments of:
 - a) Household Goods
 - b) Personal Effects
 - c) Privately Owned Motor Vehicles
 - d) Refused/Returned Shipments
 - 5) In the event Consignee or his agent refuses to pay freight and other charges, and merchandise remains undeliverable thereby, Shipper guarantees and remains liable for full payment of freight and other charges, together with any expense incurred while awaiting disposition of the cargo.
- B) Ocean freight and other Tariff charges are due and completely earned upon receipt of cargo by the Carrier, ship and/or cargo lost or not lost.
- C) Freight and charges on collect shipments shall be paid for prior to the delivery of the cargo.
- D) Prepayment of freight monies and charges at destination, must be made in full for the complete original Bill of Lading quantity prior to the release of any original ocean Bill of

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Lading by the Carrier to the Shipper or his duly authorized licensed Freight Forwarder or his Agent.

008 BILL(S) OF LADING

1. (a) Except as otherwise provided herein this Bill of Lading ("BOL") shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1935 ("US COGSA"), which shall be deemed to be incorporated herein and nothing herein contained shall be deemed surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act (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 custody of the Carrier. If this BOL is issued or delivered in a locality where there is in force a compulsorily applicable Carriage of Goods by Sea Act Ordinance or Statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated a Brussels, August 25, 1924 it shall be subject to the provisions of said Act, Ordinance or Statute and rules thereto annexed. (b) The Carrier shall be entitled to the full benefit of, and right to, all limitations of or exceptions from liability authorized by any provisions of Section 4261 to 4288, inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

2. In this Bill of Lading,

(a) "Carrier" means and includes the Carrier named on the face side hereof, the vessel, her owner, Master, operator, dermis 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.

(b) "Vessel" means and includes the ocean vessel on which the goods are shipped named on the face hereof, or any substitute vessel, also any leadership, ferry barge, lighter or any other watercraft used by the Carrier in the performance of this contract.

(c) "Merchant" means and includes shipper, consignee, receiver, holder of this BOL, owner of the cargo or person entitled to the possession of the cargo and servants and agents of any of these, including but not limited to freight forwarders, and their principals, all of whom shall be jointly and severally liable to Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this BOL.

(d) "Charges" means and includes freight and all expenses and monetary obligations payable to the Carrier in accordance with the applicable Tariff, this BOL and any further obligations due as per the custom of the port or any carrier, authority, or contractor operating within.

(e) "Goods" means and includes the cargo received from the shipper and described on the face side hereof and any container not supplied by or on behalf of the carrier.

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(f) "Container" (or equivalently "Cargo Unit") means and includes any container, van, trailer, transportable tank, flat, pallet or any similar article of transport.

(g) "Person" means and includes an individual, corporation, partnership or other entity as the case may be.

(h) "Participating Carrier" means and includes any other water, land or air carrier performing any stage of the combined transport.

3. It is understood and agreed that other than said Carrier, no person whatsoever (including the Master, officers, and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, crane operators, watchmen, carpenters, ship cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable with respect to the goods as carrier, bailee or otherwise howsoever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the goods, all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described in contracting for the foregoing exemptions, limitations and exonerations from liability, the Carrier is acting as agents and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this BOL. It is always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations or exonerations from liability than those that the carrier has under the BOL in any given situation.

4. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this BOL or by law, any liability by the respective participating carrier for loss or damage to the Goods or packages carried hereunder shall be governed by the following:

(a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier only the ocean carrier shall be responsible thereof, and any liability of the ocean carrier shall be determined by the terms and conditions of this BOL and any law compulsorily applicable.

(b) If loss or damage occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier, only the participating domestic or foreign Carrier(s) shall be responsible therefore and any liability of such participating domestic or foreign carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier's Bill(s) of Lading, whether issued or not, tariff(s) and law compulsorily applicable in the circumstance.

(c) Notwithstanding subdivision (a) and (b) hereof, it is contemplated that the Goods or packages will from time to time be carried in through transportation that will include inland transportation within the United States by Railroad and sea carriage by one or more of the other Carriers above defined. (When used on or endorsed on this BOL the Words "on board" shall mean and include on board the original carrying vessel when the Goods or packages are being transported from the continental United States to a foreign port, or place "on board" shall mean and include on board a rail car operated by the originating carrier and enroute by rail to the port of

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loading for loading on board the Carrier's or participating Carrier's vessel).

(d) If loss or damage occurs after the receipt of the Goods or packages hereunder and it cannot be determined from the records of the ocean Carrier or participation domestic or foreign Carrier(s) whether such damage or loss occurred during ocean, domestic, or foreign carriage, it shall be conclusively presumed that the loss or damage occurred on board the vessel and while the Goods or packages were in the custody of the ocean Carrier.

(e) At all times when the Goods or packages are in the custody of the above mentioned participating domestic or foreign Carriers, such Carriers shall be entitled to all the rights, defenses, exceptions from or limitations of liability and immunities of whatsoever nature referred to or incorporated herein applicable or granted to the carrier as herein defined to the full extent permitted to such domestic and foreign Carrier under this Bill(s) of Lading, tariffs, and any of their rights and immunities or an increase of any of their limitations of and exonerations from liability under their said Bill(s) of Lading tariffs or laws applicable or relating to said carriage.

(f) In making any arrangements for transportation by participating domestic or foreign Carrier of the Goods or packages carried hereunder, either before or after ocean carriage, it is understood and agreed that the ocean Carrier acts solely as agents of the merchants, without any other responsibility whatsoever, and it assumes no responsibility as Carrier for such domestic or foreign transportation.

(g) Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier and suit commenced as provided for in Clauses 30 and 31 hereof. Notice of loss or damage against the participating domestic or foreign Carrier(s) where applicable, shall be filed with the participating domestic or foreign carrier(s) and suit commenced as provided for in the terms, conditions and provisions of said Carrier(s) Bill(s) of Lading or by law applicable thereto. It is understood by the merchant that such terms, conditions, and provisions, as they pertain to notice of, and claim for loss or damage and commencement of suit, contain different requirements that those requirements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.

5. The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff or Tariffs on the with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the said Tariff or Tariffs are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading. Copies of the relevant provisions of the applicable Tariff or Tariffs are obtainable from the carrier, Federal Maritime Commission, Interstate Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

6. The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of, the person owning and entitled to the possession of the Goods and this Bill of Lading.

7. (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing,

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handing, and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. (b) As to through transportation, the Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea, or air transport and to arrange participation by other Carrier's to accomplish the combined transport from place of receipt to place of delivery. Whenever any stage of the combined transport is accomplished by any land or an Carrier or any other water Carrier, each such stage shall be controlled according to any law compulsory applicable to such stage and according to the contracts, rules, and tariffs of each participation Carrier, the same as it such contract, rules, and tariffs were fully set forth herein.

8. The Carrier shall be entitled but under no obligation to, open any container at any time and to inspect the contents unless applicable law prohibits same if it thereupon appears that the contents or any part thereof cannot safely be properly be carried or carried farther, either at all or without incurring any additional expense or taking any measures in relation to the container or its contents or any part thereof, the carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carrier or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute sue delivery under this BOL. The merchant shall indemnify the carrier against any reasonable expense so incurred.

9. Carrier may containerize any Goods or packages. Container may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and the US COGSA and similar legislation.

10. Deck cargo (except goods carried in containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals) and the carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4. Sub-section 2(a) to (p), inclusive, of the US COGSA or from any other cause whatsoever not due to the fault of the carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the merchant. Except as provided above, such shipments shall be deemed Goods and Shall be subject to all terms and provisions of this BOL relating to goods.

11. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and when furnished, may entail an increased freight rate or charge. Shipper shall advise Carrier of desired temperature range when delivering Goods to Carrier, and Carrier shall exercise due diligence to maintain temperature within a reasonable range while the containers are in its custody or control. The carrier does not, however, accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by carrier.

12. The scope of the voyage herein contracted for shall include usual or customary of advertised ports of call whether named in this contract or not also ports in or out of the advertised geographical or usual route or order even though in proceeding thereto the vessel may sail beyond the port of discharge named herein or in a direction contrary thereto, or return to the original port or depart from the direct or customary route and includes all canals, straits, and other waters, the vessel may omit calling at any port

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whether scheduled or not, and may call at the same port more than once, may discharge the goods during the first or subsequent call at the port of discharge may for matter occurring before or after loading and either with or without the goods on board and before or after proceeding towards the port of discharge, adjust compasses, drydock with or without cargo on board, stop for repairs, shift berths make trails trips or lest, take fuel, or stores, remain in port, lie on bottom, aground or at anchor, sail without or without pilots, low and be lowed and save or attempt to save life or property, and all the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and sail armed or unarmed, and with or without convey. The Carrier sailing schedules are subject to change without notice both as to the sailing date to date of arrival. If this is a Through Bill of Lading no Carriers is bound to transport the shipment by any particular train, truck, aircraft, vessel of other means of conveyance or in time for any particular market or otherwise. No Carrier shall be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier.

13. If at any time the performance of the contract evidenced by this BOL is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such goods shall cease. The carrier shall nevertheless be entitled to full freight and charges on goods received for transportation and the merchant shall pay any additional costs of carnage to and delivery and storage at such place or port.

14. If the carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the goods at a specified dock or place, it is naturally agreed that such agreement shall be construed to mean that the Carrier is to make such delivery only if, in the sole judgment of the Carrier, the vessel can get to be at, and leave said dock or place, always safely afloat and only if such dock or place is available for immediate receipt of the goods and that otherwise the goods shall be discharged as otherwise provided in this BOL, whereupon our responsibility of Carrier shall cease.

15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and Carrier, without giving notice either of arrival or discharge, may immediately upon arrival of the vessel at the designated destination discharge the goods continuously, Sundays and holidays included at all such hours by day or by night as Carrier may determine no matter what the state of the weather or custom of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf, craft, or other loading or discharging place. Lading and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight herein provided for if the Goods are not taken away by the consignee by the expiration of the next working days after the goods are at his disposal, the goods may, at Carrier's option and subject to Carrier's lien, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the Goods. The responsibilities of the Carrier in any capacity shall altogether cease and the Goods shall be

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considered to be delivered and at their own risk and expense in every respect when taken into the custody of Customs or other Authorities, or into that of any municipal or governmental concessionaire or depository. Carrier shall not be required to give any notification or disposition of the goods, except as may be otherwise provided in this BOL.

16. At ports or places where by local law authorities, or customs, the Carrier is required to discharge cargo to lighters or other craft or where it has been so agreed, or where wharves are not available which the ship can get to lie at, or leave, always safely afloat or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the vessel, the merchant shall promptly furnish lighters or other craft to take delivery alongside the ship, at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery and any further responsibility of carrier with respect to the goods shall thereupon terminate.

17. The Carrier shall have liberty to comply with any order of directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to the act on behalf of such Government or Authority, or having under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations. Discharge or delivery of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillment of the contract. Any extra expense incurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.

18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carriers will not call, the Carrier may, without notice, forward the whole or any part of the shipment, before or after loading at the original port or shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the Goods by water, by land or by air or by any combination thereof, whether operated by the carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the shipment. The carrier may delay forwarding waiting a vessel or conveyance in its own service or with which it has established connections in all cases where the shipment is delivered to another Carrier or to a lighter, port authority, warehouseman, or other bailee for transshipment the liability of this carrier shall absolutely cease when the goods are out of its exclusive possession and shall not resume until the goods again come into its exclusive possession and the responsibility of this carrier during any such period shall be that of an agent of the Merchant, and this Carrier shall be without any other responsibility whatsoever the carriage by any transshipping or on Carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, consignment note, contract or other shipping document used at the time by the Carrier performing such transshipment or forwarding.

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19. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage or loss to the carrier of any part of the Goods to make it unsafe, imprudent or unlawful for any reason to receive, keep load, or carry the goods, or commence or proceed on or continue the transport or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge or delivery, or to give rise to delay, or difficulty in proceeding by the usual or intended route, the carrier or the master may decline to receive, keep, load or carry the goods or may devan container(s) contents or any part thereof and may require the Merchant to take delivery of the goods at the place of receipt or any other point in the combined transport and upon failure to do so, may warehouse the Goods at the risk and expense of the Goods. The vessel whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment may discharge the Goods and/or devan the contents of any container(s) at another port, depot, lighter, craft or other place or may forward or transship them as provided in this BOL or the Carrier or the Master may retain the Goods vanned or unvanned, on board until the return of the vessel to the port of loading or to the port of discharge or until such time as the Carrier or the master thinks advisable and discharge the goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge of the Goods or of the forwarding thereof as herein provided. When the goods are discharged from the ship as herein provided, such shall be at the risk and expense of the Goods. Such discharging shall constitute complete delivery and performance under this contract and the carrier shall be free from any further responsibility, unless it is shown that any loss or damage to the goods arose from carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the merchant. For any service rendered to the Goods as herein above provided or for any delay or expense to the vessel caused as a result thereof, the carrier shall be entitled to a reasonable extra compensation, and shall have a lien on the goods for such carriage. Notice of disposition of the goods shall be mailed to shipper or consignee named in this BOL. Goods shut out from the vessel named herein for any cause may be forwarded on a subsequent vessel of this type or at Carrier's option, on a vessel of another Line or by other mode of transportation.

20. Notwithstanding the foregoing, the Carrier shall neither be liable therefore nor concluded as to the correctness of any such marks, descriptions or representations. When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent shipper, consignee, receiver holder of this BOL, owner of Goods and person entitled to the possessions of the Goods shall be and remain liable, jointly and severally for any loss or damage to the cargo unit during such loading or discharge, howsoever occurring until the cargo unit is returned to Carrier's custody and at tariff rates for any delay beyond the time allowed for such loading or discharge, and for any loss damage or expense incurred by the Carrier as a result of the failure to return the cargo unit to the Carrier in the same sound condition and state of cleanliness as when received by shipper. Such loss, damage, expense or delay shall constitute a lien on the Goods. Where a cargo unit is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents irrespective of whether the Goods are

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damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking unloading.

21. When containers, vans, trailers, transportable tanks, flat palletized units, and all other packages (all hereinafter referred to generally as cargo units) are not packed or loaded by Carrier such cargo units shall be deemed shipped as "Shipper's weight load and count". Carrier has no reasonable means of checking the quantity, weight, condition or existence of the contents thereof does not represent the quantity, weight, condition or existence of such contents as furnished by shipper and in inserted in this BOL to accurate and shall not be liable for non-receipt or misdescription of such contents Carrier shall have no responsibility or liability whatsoever therefore or for the packing, loading, securing and/or stowage of contents of such cargo units or for loss or damage caused thereby or resulting there from or for the physical suitability or structural adequacy of such cargo units properly to contain their contents. Merchant, whether principal or agent, by packing or loading the cargo unit and/or by allowing the cargo unit to be so packed or loaded represents, guarantees and warrants (a) that the goods are properly described, marked, and safely and securely packed in their respective cargo units that such cargo units are physically suitable, sound and structurally adequate properly to contain and support the Goods during handling and on the transport and that the cargo units may be handled in the ordinary course without damage to themselves or to their contents or to the vessel or conveyance or to their other cargo or property or persons (b) that all particulars with regard to the cargo units and their contents and the weight of each said cargo unit are in all respects correct and (c) that they have ascertained and fully disclosed in writing to Carrier and all participating Carriers on or prior to shipment any condition ingredient or characteristic of the goods which might indicate that they are inflammable, explosive, corrosive, radioactive, noxious, hazardous or dangerous in nature or which might cause damage, injury, or detriment to the goods or to the vessel conveyance or other cargo or to property or persons and that they have complied fully with all statues, ordinances, and regulations of Department of Transportation of the United States of America and all other regulatory bodies with respect to labeling, packing in preparation for shipment of all such goods. The shipper consignee, receiver, holder of this BOL, owner of the Goods and person entitled to the possession of the Goods, jointly and severally agree fully to protect and indemnify Carrier and to hold it harmless in respect to any injury or death of any person or loss or damage to cargo or cargo unit or any other property or to the vessel or conveyance or expense or fine arising out of damage to cargo or cargo unit or any other property or to the vessel or conveyance or expense or fine arising out of or in any way connected with breach of any of the foregoing representations or warranties howsoever occurring even without fault of shipper, consignee and/or owner of the Goods and even though such injury, death, loss or damage, is caused in whole or in part by fault of the Carrier or unseaworthiness.

22. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, cooperating, baling, reconditioning of the Goods and gathering of loose contents of package, also for expenses for repairing containers damaged while in possession of the Merchant, for demurrage on containers and any payment expense, line, dues, duty tax, impost loss, damage, or detention sustained or incurred by or levied upon the Carrier, vessel or conveyance in connection with the goods howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority

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thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking numbering or addressing of containers packages or description of the contents, failure of the Merchant to procure consular Board of Health or other certificated to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant, for all loss, damage, expenses and fines, attorney's fees and expenses arising or resulting from any breach of Merchants' obligations and warranties under this BOL and from any other cause whatsoever in connection with the Goods for which the Carrier is not responsible. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

23. Freight shall be payable at Carrier's option on natural gross intake, weight or measurement, or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper herein, but the Carrier may at any time open the packages on the containers and examine, weight, measure and value the Goods (unless applicable laws prohibits same). In case shipper's particulars are found to be erroneous in additional freight payable, the Merchant and the Goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods. Full freight hereunder to place of delivery named herein in advance charges (including on Carrier's) shall be considered completely earned on receipt of the Goods by the Carrier whether the freight be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight, charges, extra compensation, demurrage, detention, general average, claims and any other payments made and liability incurred with respect to the Goods whether actually paid or not and to receive and retain them irrevocably under all circumstances whatsoever, vessel, conveyance and/or cargo lost, damaged or otherwise or the combined transport changed, frustrated or abandoned. In case of forced abandonment or interruption of the combined transport for any cause any forwarding of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full without any offset, counter claim, or deduction in the currency of the place of receipt, or, at Carrier's option in the currency of the place of delivery at the demand rate of New York Exchange as quoted on day of arrival of the goods at the place of delivery. The Merchant shall be jointly and severally liable to the carrier for the payment of all freight and charges in the amount due to the Carrier and for any failure of either or both to perform his or their obligations under the provisions of this BOL. They shall indemnify the carrier against and hold it harmless from all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant. Any person, firm, or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the merchant for all purposes and any payment of freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm, or corporation to pay any part of the freight to the carrier shall be considered a default by the Merchant in the payment of the freight and charges. The Carrier shall have a continuing lien on the Goods and any documents relating thereto coming into Carrier's actual or constructive possession, custody or control, or enroute, which shall survive delivery for all Freight, dead freight, demurrage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, attorneys' fees, and other fees for recovering the sums) chargeable to Merchant under this BOL and under any other contract for custody or carriage of the Goods and for general

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average contributions, with regard to the shipment on which the lien is claimed, a prior or a subsequent shipment(s) and/or both, to whomsoever due, and may enforce this lien by public or private sale and without notice. The Merchants shall be jointly and severally liable to the Carrier for the payment of all freight charges and damages as aforesaid and for the performance of the obligations of each of them hereunder.

24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods. Carrier shall not be liable for any loss, damages, delays, wrongful or missed deliveries or nonperformance, in whole or in part, of its responsibilities under this Agreement, resulting from circumstances beyond the control of either the Carrier or its sub-contractors, including but not limited to (i) acts, breaches of contract or omissions by the Merchant or person acting on behalf of the Merchant other than the Carrier, its servant, agent or Subcontractor; (ii) compliance with instructions of any person entitled to give them; (iii) insufficient or defective condition of packing or marks; (iv) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on its behalf; (v) defects, nature or inherent vice of the Goods; (vi) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, nuclear incident, or other natural disaster; (vii) war, hijacking, robbery, theft or terrorist activities; (viii) incidents or deteriorations to means of transportation, (ix) embargoes, (x) civil commotions or riots; (xi) acts by any government or any agency or subdivision thereof, including denial or cancellation of any import/export or other necessary license; (xii) strikes, lockouts, stoppage, restraint of labor or other labor conflicts; or (xiii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence. In such event, Carrier reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service.

25. The weight or quantity of any bulk cargo inserted in the BOL is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes no representation with regard to the accuracy thereof. This BOL shall not be deemed evidence against the Carrier of receipt of goods of the weight or quantity so inserted in the BOL.

26. Neither the Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship by reason or by means of any fire whatsoever unless such fire shall be caused by its design or neglect or its actual fault or privity. In any case, where this exception is not permitted by law, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

27. If vessel comes into collisions with another vessel as a result of the fault or negligence of the other vessel and any act, neglect, or default of the Carrier, Master, mariner, pilot, or the servants of Carrier in the navigation or in the management of the vessel, Merchant will indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set off, recouped, or recovered by the other or non-carrying vessel or her owners as part of their claim

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against the carrying vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than or in addition to the colliding vessels or objects or at fault in respect of a collision, contact, stranding or other accident. This provision is to remain in effect in other jurisdictions even if unenforceable in the courts of the United States of America.

28. General average shall be adjusted, stated, and settled according to York-Antwerp Rules 1974 except Rule XII thereof at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules according to the laws and usages of New York. In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposits as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges therein shall if required be made by the goods shippers, consignee or owners of the goods to the Carrier before delivery of the goods notwithstanding anything herein before contained such deposit shall at the option of the carrier be payable in United States currency and be remitted to the adjuster pending settlement of the general average and refunds of credit balances, if any, shall be paid in United States currency in addition to the circumstances dealt with in the 1974 York-Antwerp Rules. It is agreed that if the Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, the cost of handling, discharge, reloading and restowing cargo shall be allowed in general average even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel. In the event of accident, danger, 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 consequence of which the carrier is not responsible by statute, contract, or otherwise the goods, the shipper, consignee, receiver, holder of this BOL, owner of the goods and person entitled to the possession of the goods, jointly and severally, shall contribute with the carrier in General Average to the payment of any sacrifices, losses, or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships for own or operated by strangers. Cargos contribution in General Average shall be paid to the ship owner even when such average is in the result of fault, neglect or error of the master pilot officers or crew. The merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply.

29. In case of any loss or damage to or in connection with Goods exceeding an actual value, the equivalent of \$500.00 lawful money of the United States per package or in case of Goods not shipped in packages per shipping unit the value of the goods shall be deemed to be \$500.00 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value or \$500.00 per package or per shipping unit or pro rata in case of partial loss or damage unless the nature of the Goods and a valuation higher than \$500.00 per package or per shipping unit shall have been declared by the shipper before shipment and inserted in this BOL and extra freight paid if

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required. In such case if the actual value of the goods per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value at any partial loss or damage shall be adjusted pro rata on the basis of such declared value. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. Where containers, vans, trailers, transportable tanks, flats, palletized units and other such package are not packed by the Carrier, each individual such container, van, trailer, transportable tank, palletized unit and other such package including in each instance its contents, shall be deemed a single package and carrier's liability, limited to \$500.00 with respect to each such package.

30. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean voyage unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the goods or packages into the custody of the person entitled to delivery thereof under this BOL or, if the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in this BOL.

31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, Carrier and vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or in respect of any other breach of this contract and any claim whatsoever with respect to the Goods or packages unless suit is brought within one year after delivery of the Goods or package or the date when the Goods or package should have been delivered. Suit shall not be deemed brought unless proper jurisdiction shall have been obtained over Carrier and/or the vessel by service of process or by an agreement to appear.

32. Gold, silver, specie, bullion, or other valuable including those named or described in Sec. 4281 of the revised Statutes of the United States as amended will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefore has been made in advance and will not in any case be loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to the carrier until brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefore is given by the master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of Bills of Lading properly endorsed and upon such delivery on board the Carrier's responsibility shall cease. If delivery is not so taken promptly after the ships arrival at the port of discharge, the goods may be retained aboard or landed or carried on solely at the risk and expense of the goods.

33. Superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgment of receipt of the Goods in apparent good order and condition is not a representation that such condition of rust, oxidation and the like did not exist on receipt.

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34. Nothing in this BOL shall operate to deprive the Carrier of its statutory protection or exemption from, or limitation of liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought exclusively in the Federal Courts of the Southern District of Florida, United States of America to the exclusion of any other court PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion, voluntarily submit to the jurisdiction of, but such shall not constitute a waiver of the terms of this provision in any other instance. The terms of this BOL shall be separable and if any part or term hereof shall be held invalid such holding shall not affect the validity or enforceability of any other part or term hereof.

010 SURCHARGES AND ARBITRARIES

(See following sub-rules)

011 MINIMUM QUANTITY RATES

When two or more RATES are named for the same commodity over the same route and under similar conditions, and the application is dependent upon the quantity of the commodity shipped, the total freight charges assessed against the shipment may not exceed the total charges computed for a larger quantity, if the RATE specifying a required minimum quantity (either weight or measurement per container or in containers), will be applicable to the contents of the container(s), and if the minimum set forth is met or exceeded. At the shipper's option, a quantity less than the minimum level may be freighted at the lower RATE if the weight or measurement declared for rating purposes is increased to the minimum level.

012 AD VALOREM RATES

- A. The liability of the carrier as to the value of shipment at the rates in an NRA or herein provided shall be determined in accordance with the clauses of the carrier's regular Bill of Lading form.
- B. If the shipper desires to be covered for a valuation in excess of that allowed by the carrier's regular Bill of Lading form, the shipper must so stipulate in carrier's Bill of Lading covering such shipments and such additional liability only will be assumed by the carrier at the request of the shipper and upon

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payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying on the commodities shipped as specified herein.

- C. Where value is declared on any piece or package in excess of the Bill of Lading limit of value of \$500.00, the Ad Valorem rate, specifically provided against the item, shall be three and three quarters per cent (3-3/4%) of the value declared in excess of the said Bill of Lading Limit of Value and is in addition to the base rate.

014 CO-LOADING IN FOREIGN COMMERCE

DEFINITION: Co-loading shall mean the combining of cargo, in the import and export foreign commerce of the U.S., by two or more NVOCC's for tendering to an ocean carrier under the name of one or more of the NVOCC's.

EXTENT OF ACTIVITY: Carrier participates in co-loading agreements on a Carrier-to-Carrier relationship. Carrier tendering cargo for co-loading shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its cargo has been co-loaded.

AND/OR

Carrier participates in co-loading on a Shipper/Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the co-load cargo. Carrier shall co-load cargo at its discretion and shall notify shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-load.

LIABILITY: Carrier's liability to the shipper shall be as specified on the shipper's Bill of Lading regardless of whether or not the cargo has been co-loaded.

PAYMENT OF FREIGHT CHARGES: Where carrier engages in co-loading, carrier will be responsible to pay any other common carrier's rate and charges in order to transport the shipper's cargo to its destination and there will be no additional charge assessed to the shipper.

Where carrier is the tendering NVOCC, carrier shall be responsible to the receiving

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NVOCC for payment of any charges for the transportation of the cargo.

016 HAZARDOUS CARGO

- A. These terms apply to all commodities which bear standard caution labels as required by the "Code of Federal Regulations".
- B. Dangerous Cargo consists of those commodities which are required by the "Code of Federal Regulations" to be confined to on deck stowage only. Such commodities shall be assessed the Cargo, NOS rate, unless otherwise provided.
- C. Hazardous Cargo consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with "Code of Federal Regulations". Such commodities shall be assessed the Cargo, NOS rate unless otherwise provided.
- D. Carrier will hold shipper(s) solely responsible for any penalties and/or damages resulting from failure to comply with the foregoing.
- E. All shipments tendered pursuant to this rule are subject to prior booking with the carrier and are governed by the International Maritime Dangerous Goods Code and Code of Federal Regulations Title 46 Part 146.25 and Title 49 Parts 100-199.
- F. Included in the Foregoing are the regulations of the U.S. Department of Transportation set forth in 46 CFR 146.29, which specified that the following information requirements must accompany each shipment of hazardous goods from the U.S.
 - 1. A 24 Hour Telephone Number
It is required that the shipper provided on the shipper document (e.g. the Bill of Lading), a 24 hour emergency telephone number of a person or organization in foreign countries and in the U.S., having or having immediate access to, knowledge about the hazardous material and comprehensive emergency response and accident mitigation information for the material. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24 hour telephone number.
 - 2. Emergency Response Measures to Accompany the Cargo

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The following emergency response information must accompany each hazardous materials shipment and be kept with the vehicle/vessel operator:

- a description of the hazardous material
- immediate health hazard information and preliminary first aid measures
- immediate precautions and methods of handling spills, leaks and fires, etc.

3. NOS Shipments Must Show Technical Name.
NOS Descriptions of hazardous goods on the shipping paper must be accompanied by the chemical's technical name.

Any fines or penalties incurred due to the failure of the shippers to conform to the regulations will be for the account of the shipper. In addition shipper shall indemnify and hold carrier harmless from and against any liability for damage to property or person arising from the ocean or inland transportation and handling of hazardous cargoes, except where such liability is the exclusive fault of the carrier.

019 SHIPPERS REQUESTS IN FOREIGN COMMERCE

Shippers desiring to present requests or complaints should submit the same, in writing, to Carrier's office giving full particulars, including all relevant facts, conditions and circumstances pertaining to the request or complaint. Should further information be required by the Carrier in order that full consideration may be given to the request or complaint, the Shipper will be notified.

All Shippers complaints and requests must be submitted in writing to Carrier's address as shown in the tariff at its website.

020 OVERCHARGE CLAIMS

All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the shipper or shippers is found to be in error or if the weights or measurements are found to be incorrect. Claims for refunds of excess freight charges will be allowed only when proof of error has been determined as indicated below and only when the original paid freight bill is submitted within 3 years of the date the cause of action accrues. (See NOTE 1)

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal

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Maritime Commission, Washington, DC 20573, pursuant to Section 11(g) of the Shipping Act, 1984, within 3 years of the date the cause of action accrues.

Measurements:

1. Obvious error in calculation by the carrier.
2. By remeasurement by carrier at port of loading or discharge.
3. By joint measurement by carrier's agent and consignee of shipment at the port of discharge.
4. By remeasurement by a marine surveyor when requested by carrier's agent.

Weight:

By production of invoice or packing list certified by the supplier; or by production of public weigher's certificate.

Remeasurement or reweighing fees, cable expenses, and any other incidental charges are, in all cases, to be sustained by the party at fault.

NOTE 1: When for any reason claimant cannot provide the original paid freight bill (not Photostats), a bond of indemnity must be submitted in lieu thereof.

021 USE OF CARRIER EQUIPMENT

A. Except as otherwise provided, Free Time allowed and Detention Charges assessed will be for the account of the cargo and applied in accordance with the provisions of the underlying Vessel Operating Common Carrier tariff and Equipment Interchange Agreements.

B. Shipper Furnished Containers

Cargo shipped in shipper furnished containers (not owned or leased from carriers or affiliates) is allowed as follows:

In lieu of carrier owned or controlled containers, shippers may offer cargo for ocean transportation in shipper furnished containers subject to the following provisions:

1. Such containers must conform with definition as contained in Rule 28.
2. Such containers will be subject to inspection, approval and acceptance for carriage on Carrier's vessel prior to loading by Carrier's authorized personnel. Any

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container found to be unsuitable will not be accepted for carriage.

3. Each container and its cargo will be subject to all rates, rules and regulations of this tariff except equipment detention rules.

4. Such shipper furnished container will be accepted only for CY/CY carriage.

023 CARRIER TERMINAL RULES AND CHARGES

Except as otherwise provide, provisions and charges for Carrier's Terminal Charges are as follows:

NONE CURRENTLY IN EFFECT

024 NVOCCs IN FOREIGN COMMERCE: BONDS AND AGENTS

A. BONDING OF NVOCC's

1. Carrier has filed with the Federal Maritime Commission a bond as required by regulations under 46 CFR 515 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998, or penalties assessed pursuant to Section 13 thereof.

2. Bond No.: IT2576NVO

3. Bond issued by: Navigators Insurance Company

B. AGENT FOR SERVICE OF PROCESS

1. Carrier's agent for the service of judicial and administrative process including subpoenas follows in paragraph 3. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the carrier's legal agent for service of process.

2. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return

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receipt requested.

AGENT FOR SERVICE: Paul D. Conolly
9334 Shrike Avenue
Fountain Valley, CA 92708
USA
paul.conolly@blulogistics.com

028 DEFINITIONS

Explanation of definitions as used throughout this tariff,

AW	.....	All Water
BAF	.....	Bunker Adjustment Factor
CAF	.....	Currency Adjustment Factor
COFC	.....	Container on Flat Car
DDC	.....	Destination Delivery Charge
F	.....	Fahrenheit
FCL	.....	Full Container Load
FI	.....	Free In to Vessel
FIO	.....	Free In and Out to Vessel
FIO ST	.....	Free In and Out, Stowed and Trimmed
FO	.....	Free Out to Vessel
I.D.	.....	Inside Diameter
K.D.	.....	Knocked Down
Min	.....	Minimum
MLB	.....	Mini-Landbridge
N.O.S.	.....	Not Otherwise Specified
NVOCC	.....	Non Vessel Operating Common Carrier
O.D.	.....	Outside Diameter
R/T	.....	Revenue Ton
SOC	.....	Shipper Owned Container
SOTC	.....	Shipper Owned Tank Container
SU	.....	Set Up
THC	.....	Terminal Handling Charge
RATE	.....	Tariff Line Item
TOFC	.....	Trailer on Flat Car
Viz.	.....	Namely
VOCC	.....	Vessel Operating Common Carrier

AI All Inclusive.....For Import: includes ocean
freight and inland freight

CARGO, N.O.S. - means articles not otherwise specified
in individual commodity items of this tariff

CAUTION - means articles which may be subject to Rule
No. 16

CO-LOADING - means the combining of cargo, in the import or
export foreign commerce of the U.S. by two or more NVOCC's
for tendering to an ocean carrier under the name of one

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or more of the NVOCC's.

DRY CARGO - means cargo other than that requiring temperature control.

EXPLOSIVE CARGO - means cargo falling within Class A, B and C explosives as defined in Rule 16.

LABEL CARGO - means cargo requiring White, Yellow, Red, Red Gas, Green Gas, Poison Gas and Tear Gas labels as shown. See Rule No. 16

MIXED SHIPMENT - means a shipment consisting of articles described in and rated under two or more rate items of this Tariff.

NON-HAZARDOUS - means non-label cargo which is permitted stowage between decks or under deck (other than Magazine) under C.F.R. Title 46 - shipping, as amended from time to time, and such cargo will be rated in accordance with the rates applicable therefore as provided in the tariff item.

ONE COMMODITY - means any or all the articles described in any one rate item in this Tariff.

REVENUE TON - means 1,000 kilos or 1 cubic meter as freight charges are assessed.

SHIPMENT - means a quantity of goods, tendered by one consignor on one Bill of Lading at one port/point of origin at one time in one or more containers for one consignee at one port/point of destination.

STUFFING, UNSTUFFING - means the physical placing of cargo into or the physical removal of cargo from containers.

WORKING DAY - means each calendar day, excepting Saturday, Sundays and Holidays, between 8:00 A.M. and 5:00 P.M.

029 SYMBOLS & ABBREVIATIONS

A. ABBREVIATIONS

CSC Container Service Charge
CFS Container Freight Station
DDC Destination Delivery Charge
EAN Except as noted
FAK Freight All Kinds
FCL Full Container Load

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ID Inside Diameter
IPI Interior Point Intermodal Service
KD Knocked Down
LCL Less Than Container Load
LOC Local
LTL Less Than Trailer Load
NOS Not Otherwise Specified
OD Outside Diameter
SU Set Up
TL Trailer Load
Viz. Namely
Vol Volume

B. CONTAINER SIZE

Code	Definition
----	-----
LCL	Less Than Load
20	20 Ft.
40	40 Ft., 8'6"
40HC ...	40 FT., 9'6" High Cube
40X	40 Ft., Any Height
45	45 Ft., Any Height

C. CONTAINER TEMPERATURE

Code	Definition
----	-----
AC	Artificial Atmosphere Control
CLD	Chilled
FRZ	Frozen
HTD	Heated
RE	Refrigerated
VEN	Ventilated

D. CONTAINER TYPE

Code	Definition
----	-----
AC	Atmosphere Control
CF	Collapsible Flat rack
DF	Drop Frame
FB	Flat Bed
FR	Flat rack
GC	Garment Container
HH	Half-Height
HT	Hardtop
IN	Insulated
OT	Open Top
PC	Dry
PL	Platform
RE	Reefer
TC	Tank
TL	Top Loader
TR	Trailer
VR	Vehicle Racks. DISTANCE

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Code	Description
----	-----
KMKilometer
MIMiles

F. LENGTH, WIDTH, HEIGHT UNITS

Code	Definition
----	-----
CM	..... Centimeters
FT	..... Feet
IN	..... Inches
M	..... Meters

G. VOLUME UNITS - Unit of measure of a volume unit

Code	Definition
----	-----
CFT	.... Cubic Feet
CBM	.... Cubic Meter

H. WEIGHT UNITS

Code	Definition
----	-----
KGS	.... Kilograms
KT	..... 1000 KGS (Metric Ton)
LBS	.... Pounds
ST	..... Short Ton (2000 LBS)
LT	..... Long Tons (2240 LBS)

I. RATE BASIS CODE

Code	Definition
----	-----
W	..... Weight
M	..... Measure
WM	..... Weight/Measure
LS	..... Lump Sum
PC	..... Per Container (Dry)
AV	..... Ad Valorem
EA	..... Each (As defined)
MBF	.... 1000 Board Feet

J. PUBLISHING/AMENDMENT TYPE CODES

Code	Definition
----	-----
(A)	.... Increase.
(C)	.... Change resulting in neither increase or decrease in rate or charges.
(E) Expiration (also use (A) if the deletion results in the application of a higher "cargo no's." or similar rate).

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- (I) New or Initial matter.
- (P) Addition of a port or point.
- (R) Reduction
- (S) Special Case matter published pursuant to Special Permission, Special Docket or other Commission direction.
- (T) Terminal Rates, charges or provisions or canal tolls over which the carrier has no control.
- (W) Withdrawal of an erroneous publication on the same publication date.

K. SHIPMENT SERVICE CODE

Code identifier for shipment service. The Service Code is two (2) characters, one for origin and one for destination, using only the following symbols:

Code	Definition
----	-----
D	Door
R	Rail Yard
CFS	Container Station
CY	Container Yard

L. CURRENCY CODE LIST

Country	Code	Currency
-----	----	-----
United States	USC	US Cents
United States	USD	US Dollar

030 ACCESS TO TARIFF INFORMATION

This tariff is published on the Internet web-site of Blu Logistics Colombia SAS at: <https://blulogistics.com/co/fmc/>. Interested parties should contact: Samir Trivino by email at Samir.trivino@blulogistics.com concerning access to Carrier's tariff. Please refer to the title page for additional contact information.