# Bill of Lading – TERMS AND CONDITIONS

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.

(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 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 where 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 requirement 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, 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 low 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 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 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 came 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.

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 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 severely 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, coopering, 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 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 severely 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 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 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 inconsequence 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 severely, 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, statues, 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 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.

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.