TERMS AND CONDITIONS

approved on 16 April 1936.

"Merchan" means and includes the shipper, the consignee, the holder of this Bill of Lading and the owner of the goods.

"Person" means any natural person, company, firm, body corporate of unincorporated association or body, including any Government or governmental or statutory instrumentality or port authority.

"Goods" includes goods, wares, merchandise and articles of every kind whatever, and any container, trailer, tank or pallet (including similar articles of transport used to store or consolidate goods) not supplied by or on behalf of the Carrier.

"Dangerous Goods" includes goods which are of dangerous, explosive, inflammable, radioactive or damaging nature.

"Dangerous Goods' includes goods which are of dangerous, explosive, inflammable, radioactive of damaging nature.
"Hague Rules' means the International Convention for the Unification of certain Rules of Law reliant to Bills of Lading signed at Bussels on 25 August 1924.
"Hague-Visby Rules' means the Hague Rules as amended by the Protocol signed at Bussels on 23 February 1968.
"Services' means the services provided by the Carrier including undertaking carriage of goods by sea, inland waterway, road, rail and/or at: "Sub-Contractor' includes owners and operators of vessels (other than the carrier, "Sub-Contractor' includes owners and operators of vessels (other than the carrier, Sub-Contractor' includes owners and operators of vessels (other than the carrier, Sub-Contractor' includes owners and operators of vessels (other than the carrier, "Sub-Contractor' includes owners and operators of vessels (other than the carrier, "Sub-Contractor' includes owners and operators of vessels (other than the carrier, "Sub-Contractor' includes any open or closed container, van, trailer, flatbed, transportable tast, flat pallet, platform or any similar article used to consolidate Goods and any equipment associated attached thereto.
'Carriage' means the whole or any part of the operations and services undertuken by

equipment associated attached thereto.

Carniage' means the whole or any part of the operations and services undertaken by
the Carrier in respect of the Goods covered by this Bill of Lading.

Combined Transport' arises if the Place of Receipt and/or the Place of Delivery are
indicated on the face hereof in the relevant spaces.

Plott to Port Shipment' arises if the Carriage called for by this Bill of Lading is not

Combined Transport.

Vessel' includes the vessel named on the face of this Bill of Lading and any other vessel, lighter or water craft owned, operated, chartered or employed by the Carrier or any connecting or substituted water carrier performing Carriage under this Bill of

Vesse, against a substituted water carrier personning tading.

Lading.

Treight includes all charges payable to the carrier in accordance with the substantial particular and this Bill of Lading.

includes all Cutages | Tariff and this Bill of Lading.

CARRIER'S APPLICABLE TARIFF

CARRIER'S APPLICABLE TARIFF are incorporated herein.

to the terms relating to Container and

Vehicle demurrage. Copied of the relevant provisions of the Applicable Tariff are obtainable from the Carrier or its agents upon request. In case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading

WARRANTY

NTY
hant warrants that in agreeing to the Term and Conditions
cluding the Applicable Tariff(s), it is, or has the authority of the
waining or entitled to the possession of the Goods and/or
and this Bill of Lading and that all prior agreements and
rangements are merged in and superseded by the provisions of

- this Bill of Lading.

 THE SERVICES ARE SUBJECT TO THE TERMS OF THIS BILL OF LADING

 THIS BILL (Adding, if consigned to order, is negotiable and constitutes title to the goods. The holder, by endorsement of this Bill of Lading, is contided to receive or transfer the goods.

 This Bill of Lading, if consigned to a named consignee, is not negotiable. The Carrier is entitled to deliver the goods to the named consignee without production of any original of this Bill of Lading, the consignee without production of any original of this Bill of Lading has been transferred to a third party acting in good faith.

 SUB-CONTRACTING

 The carrier shall be entitles to sub-contract on any terms the whole or any

- Larrier, However, proof to the contraly is not administure when this issue of Lading has been transferred to a third party setting in good faith.

 SUB-CONTRACCTING.

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 SUB-CONTRACCTING.

 The proof of the Carriège, loading, unboding, waveloussing, handling and nay and all duties whitsoever undertaken by the Carrier into the Goods.

 The Carriège loading, unboding, waveloussing, handling and any and all duties whitsoever undertaken by the Carrier into the Goods.

 The Carriège loading, unbodient, and the rights, immunities, exceptions and limitations conferred on the earrier or the owner of the vessel by any applicable law or neglistation.

 The merchant undertakes no claim or allegation shall be made against any Person Whomsover by whom the Carriage is procured, performed or undertaken, whether directly or indirectly (including any independent contractors and any Sub-contractors of the Carrier and their servants or agents) other than the Carrier which imposes or attempts to impose upon any such Person, any labality whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereoff. Without projudice to the Carrier against and consequences thereoff. Without projudice to the Carrier against all consequences thereoff. Without projudice to the Carrier against all consequences thereoff. Without projudice to the Carrier against all consequences thereoff. Without projudice to the cheeving available to the Carrier against and such provision were expressly for its benefit and in entering into this contract, the Carrier, to the extent of these provisions, does so not only its own behalf but also as agent and trustee for such Persons.
- benefit and in emering masses provisions, does so not only its own behalf but also as agent amustee for such Persons.

 In Merchant further undertakes that no claim or allegation in respect of c Goods shall be made against the Carrier by any Person other than in cordance with the terms and conditions of this Bill of Lading which sposes or attempts to impose upon the Carrier any liability whatsoever connection with the Goods or the Carriage of the Goods, whether or at arising out of negligence on the part of the Carrier and, if any such aim or allegation should nevertheless be made, to indemnity the Carrier swinst all consequences thereof.

PORT-TO-PORT SHIPMENT If the Carriage called for by this Bill of Lading is a Port-to-Po Shipment, the Carriar's liability, if any, shall be restricted to the peri-when the Goods are loaded on board the Vessel until discharged the from or transshipped to another Vessel tackle-to-tackle, to be determin in accordance with the provisions of Clause 7 hereof.

- when me croots are toaked on toaut the Vessel ultut unsernaged there from or transhipped to another Vessel tackle-to-tack, to be determined from or transhipped to another Vessel tackle-to-tack, to be determined from the control of the provided of the provided of the provided of the Control of the Carrier undertakes to perform and/or procure in its own name, performance of the Carrier from the Place of Recept or the Part of Loading to the Port of Discharge or the Place of Delivery, whichever is applicable, and the Carrier's lankliny, if any, shall be determined in accordance with the provisions of Clause 7 herof.

 During the period prior to loading onto the Vessel and after discharge from the Vessel, the Carrier's shall be entitled as against the Merchant to the Carrier and any Person whomsoever by whom the Carriage is procured, performed or undertaken, whether directly or indirectly (and including such Persons mentions heroof) and who would have been liable to the Merchant if the Merchant had contracted directly with such Person or contained in any compulsory legislation to such Person. However, in no event shall be the Carrier's liability exceed that determined in accordance with the provisions of Clause 7 herof.
- accordance with the provisions of Clause / heroot.

 If it cannot be proven where or when stage of the Carriage the Goods of Containers or other packers were lost or damaged, it shall be conclusively deemed to have occurred whilst at river, sea and the Carrier's liability is any, shall be determined in accordance with the provisions of the Clause

- any shalo be determined in accordance with the provisions of the Clauser Palverol.

 GENERAL PROVISIONS (APPLICABLE TO BOTH PORT-TO-PORT AND COMBINED TRANSPORT SHIMBURT)

 The carrier does not undertake that the Goods or Containers of other packages shall arrive at the Port Of Discharge or Place Of Delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss of damage caused by delay or any other cause.

 The terms of this Bill of Lading shall govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant whether before or after the Goods are received by the Carrier for transportation or delivered to the Merchant the Merchant of the Carrier for its supplied by the Merchant, the Merchant of the Container and the owner or lesses, as the case may be, is bound by the Terms and Conditions of this Bill of Lading as a result.
 - Lading as a result.

 The right, defences, immunities, exemptions, limitations of and exonerations from liability, liberties and benefits shall apply in any action exonerations from liability, liberties and benefits shall apply in any action or proceeding whatsoever brought against the Carrier and/other any Person encompassed in Clause Siii) hereof, whether in contract, tort, equity or other theory of recovery. PARAMOUNT CLAUSE

equity or other incory of recovery.

PARAMOUNT CLAUSE

Carriage of goods by sea or inland waterway covers the period from the time when the goods are loaded on to the time they are discharged from the vessel. As fire as carriage of goods by sea or inland waterway was considered to the constant of the

- Article IX and Article III Rule 8 of the Hague Rules are deemed to be deleted. The limitation amount according to COGSA is USS500 per package or customary freight unit, unless the nature and value of the goods have been declared by the shipper before shipment and inserted in this Bill of Lading.

 Except under special arraneomasses are considered to the special arraneomasses.
- this Bill of Lading. Except under special arrangements previously made in writing, the Carrier will not deal with bullion, bank notes, coins, cheques, bonds, negotiable documents and securities, precious stones, previous metal objects, jewellery, valuables, antiques, valuable works of art, live animals or plants. Should the Merchant deliver any such goods to the Carrier or cause the Carrier to handle any such goods otherwise than under special cause the Carrier to handle any such goods otherwise than under special to the properties of the control cause the Carrier to handre any stone goods ofnerweet man timest special arrangements previously made in writing, the Carrier shall be under no liability whatsoever in connection with such goods (including any loss, damage, misdelivery, misdirection or delay howsoever caused) and notwithstanding that the value of any such goods may be shown or
- notwithstanding that the value of any such goods may be shown or declared on any documents accompanying such goods. The Carrier does not guarantee any arrival time and shall not be liable for any delay. The Carrier shall not be liable for any delay. The Carrier shall not be liable for any dange to, loss, misdirection or misdelivery of goods or any other claims, unless it is proved that such damage, loss, misdirection, misdelivery or any other claims are caused by the negligence of the Carrier, its servants, agents or sub-contractors. In any event, the liability of the Carrier shall not exceed those limits as set out in Clause 74). Notwithstanding any other terms in this Bill of Lading to the contrary but subject to Clause 7(i), the Carrier shall not in any event be liable whatsoever for
- - rtor: any indirect, consequential or economic loss (including loss of market, profit, revenue, business or goodwill); or any loss, damage, expense or claim arising from fire, flood, storm, typhoon, explosion or strike; or

- market, profit, revenue, business or goodwill; or
 b. any loos, damage, expense or claim arising from fire, flood,
 storm, typhoon, explosion or strike; or
 c. any loos of or damage to the goods (which are stated on the
 front page of this Bill of Lading to be carried on deck and
 which are so carried) howsover caused and whether on not
 resulting from any act or omission or default or neglect on the
 For those lability which cannot be exempted or excluded by any other
 terms in this Bill of Lading, the liability of the Carrier howsover arising
 shall in no overal exceed a sum of whichever is the lower of
 a. USS500 per package or unit of; or
 b. USS2 per kilogram of the gross weight of
 the goods or any other properties lost, damaged, misdirected,
 misdelivered or in respect of which a claim is made provided that the
 Carrier's liability whatsover shall in no circumstance exceed a total sum of
 USS200.000 per event or events arising from a common cause.
 The Carrier is a common cause of the common carrier of the services charges applicable to the goods delayed.
 The Carrier may accept lability shall be limited to fading, if the Carrier is
 the Services Causers applicable to the goods delayed.
 The Carrier may accept lability is excess of the limits set out in Clause
 70 provided that (i) the Aurier along the goods as been delared in writing
 by the shipper and accepted by the Carrier and ditional charges will be
 provided upon written request by the shipper. The declared value
 accepted shall be stated on the front page of this Bill of Lading and shall
 be the Carrier's time of failoid and traplence the time in Clause 70;
 it is a common carrier to the goods of the carrier of the goods of the
 the carrier stime of failoid and condition of the time in Clause 70;
 it is a constituted to the carrier will not a condition of damage but is inherent to
 the basis that the Carrier will not account on the carrier will not accommon on the

- condutions of task, ustassans, use and receipt
 All and any Services provided by the Carrier gratuitously are provided on
 the basis that the Carrier will not accept any liability whatsoever.
 It is agreed that superficial rust, oxidation, discoloration, or any like
 condition due to moisture, is not a condition of damage but is inherent to
 the nature of the goods and acknowledgement of receipt of the goods in
 apparent good order and condition is not a representation that such
 conditions of rust, oxidation, discoloration, or the like did not exist on

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PACKAGE LIMITATION

- PACKAGE LIMITATION
 For shipment to and from the United States, neither the Carrier not the
 Vessel shall in any event become liable for any loss of or damage to or in
 connection with the Carriage of Goods in an amount exceeding USSSO
 (which is the package or shipping unit limitation under USCOGAS) per
 package or in the case of Goods not shipped in package per customary
 freight unit.
 In all other trades the Carrier's maximum liability shall be as provided in
 In all other than the words "100 lawful money of the United
 Singdom" shall substitute the Word "USSSO" wherever appearing
 the results of the Word "USSSO" wherever appearing
 the provided in the Word "USSSO" wherever appearing
- - therein.

 Noveithstanding Clause 8i) and ii) where the nature and value of Goods have been declared by the Shipper in writing to the Carrier before shipment and interested in this fill of Lading and the Shipper has paid additional Freight on such declared valued, the Carriers liability if any, shall no exceed the declared value, and any partial loss or drange shall be adjusted pro-rat on the basic of such declared value. Shipping until in thic Clause 8 includes customary freight unit and the term 'unit' as used in the Hague Rules and Hague Visby Rules. This clause applies in addition to and shall not be construed as drogating from any defence or exclusion, restriction or limitation of liability contents of the Carrier under the terms of this Bill of Leding or contents of the contents of

otherwise.

NOTICE OF LOSS, TIME, BAR

The Carrier shall be deemed prima facie to have delivered the Goods as The Carrier shall be deemed prima facie to have delivered the Goods as described in the Bill of Lading unless notice of loss of or damage to the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

SHIPPER-PACKED CONTAINERS

- SHIPPER-PACKED CONTAINERS
 If a Container has not been filled packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been cause by:

 a) The manner in which the Container has been filled, packed, stuffed or loaded; or

 The unsuitability of the Goods for Carriage in Container or

 The unsuitability of the Goods for Carriage in Container or

 The unsuitability of defective condition of the Container

 Carrier to make the Container reasonably fit for the purpose for which it is immedied; or

 d) The unsuitability or defective condition of the Container and the Container supplied by the Shipper.
- supplied by the Shipper.

 The Shipper shall inspect Container before stuffing them and its use of the Containers shall be prima facie evidence of their suitable and not in a

- CARRIER'S CONTAINERS
 Each Merchant shall assume full responsibility and indemnity the Carrier
 for any loss of or damage howoverer caused to any Container or other
 equipment furnished by or on behalf of the Carrier which occurs while
 such Container or equipment is in the possession of any Merchant or any
 servant or agent of or contractor engaged by or on behalf or any
- Merchant:

 The Carnier shall not on any event be liable for and each Merchant shall be severally liable to indemnity and hold the Carrier harmless from and against any loss of or damage to property of other Persons or injuries to other Persons caused by Container(s) furnished by or on behalf of the Carrier or contents thereof while in the use or possession of any Merchant or any servant or agent of or contract engaged by or on behalf of any

- INSPECTION OF GOODS
 The Carrier shall be entitled, but under no obligation, to open any package or Container at any time and to inspect the contents. If by order of the authorities at any packs, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection to group of the Content of the Content of such opening, unpacking, inspection of such opening, unpacking, inspection of the Content of the Contents, measure, quantity, quality, description, condition, marks, number or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars funished or made by or on behalf of the Shipper. If any particulars of any Letter of Credit and/or Import License and/or Sale contract and/or Order number and/or details or any contract to which the Carrier is not party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees to including such particular in this Bill of Lading. indemnity the Carrier against a consequences of including such particular in this Bill of Lading. The Merchant acknowledge that, expect when the provisions of Clause Siii)apply, the value of the Goods is unknown to the Carrier.

- SHIPPER'S MERCHANT'S RESPONSIBILITY
 The shipper warrants to the Carrier that the particulars relating to
 Goods as set out overleaf have been checked by the Shipper on receip
 this Bill of Lading and that such particulars and any other particutimished by on to held for the Shipper are correct.

 The shipper of the shippe
- liability and expenses arising or resulting from inaccuracies in or inacquary of such particular.

 The Merchant shall comply with regulations or requirements of customs port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including without prejudice to the generality of the foregoing, he full return Period for acrived, the full Freight from the Port of Discharge or the Place of Delivery nominated herein to the amended Port of Discharge or the amended Place of Delivery) incurred or suffered by reason of any failure to so comply or by reason of any failure to so comply or by reason of any failure to respect of any such failure to comply or by reason of any such marking, numbering or addressing of the Goods, and shall indemnity the Carrier in respect of any such failure to comply or by reason of any such marking, numbering or addressing of the Goods.

FREIGHT, INCLUDING CHARGES
The Freight has been calculated on the basis of particular furnished by or
no health of the Shipper. The Carrier may at any time open any Constner
or other package or unit in order to reweigh, remeasure or revalue the
contents and if the particular furnished by or on health of the Shipper are
incorrect, it is agreed that a sum equal to either five times the difference
between the correct Freight and the Freight charged or to doubt the
correct Freight less the Freight charged, whichever sum is the smaller,
and the exponses incurred in determining the correct particular, shall be
payable as liquidated damages to the Carrier.

Chauses for the Services shall be deemed fully arread and non-networks.

psyable as kindudated damages to the Carrier.

Charges for the Services shall be deemed fully earned and non-returnable upon receipt of the goods by the Carrier. The Merchant shall pay to the Carrier all sums immediately when due without deduction on account of any claim, counterclaim or set-off. Pynement to the Carrier is due as soon as an invoice is rendered to the Merchant. For any amount unpaid within 30 days from the date of the invoice, the Carrier shall be entitled to interest from the date of the invoice until payment at 2% per month.

LIEN
The Carrier shall have a lien on all Goods, Containers and any documen relating thereto for all sums due under this contract or any contract undertaking to which the Merchant was party or otherwise involves which lien shall also extend to general average contributions, salvage and the cost of recovering such sums, inclusive of attorney fees, and sha survive delivery. Such lien may be enforced by the Carrier by publi auction or private treaty, without notice to the Merchant.

By tendering Goods for Carriage with out of any written request for Carriage in a specialized Container, of for Carriage otherwise than in a Container, the Merchant accepts that the Carriage may properly be andertaken in a general purpose Container or similar article of transport used to consolidate Goods.

undertacen in a general purpose container or similar article of transport used to consolidate Goods. Goods may be stowed by the Carrier in Containers, and Containers, whether stowed by the Carrier or received fully stowed, may be carried whether stowed by the Carrier or received fully stowed, may be carried using the carried that the Container or Goods will be carried under deck. The Merchant expressly agrees that cargo stowed in Containers and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 6 hereof and will contribute to General Average and receive compensation in General Average, as the case may be. Goods (not being Goods stowed in Containers other than flats, pallets or similar units) which are stated herein to be carried on deck and which are so carried, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea, river whether caused by unseaworthiness or negligence or any other cause whatsoever.

METHODS AND ROUTES OF TRANSPORTATION

- DIS AND ROUTES OF TRANSPORTATION

 Thank army at any time and without notice to the Merchant:
 Use any means of transport or storage whatsoever.
 Transfer the Goods from one conveyance to another.
 Transfir the Goods on a Vessel or Vessels in addition to and/or other than named on the face hereof the Unpack and remove Goods which have been packed into Container and Forward the same in a Container or otherwise.
 Proceed by any route in its discretion (whether or not the nearest or most direct or customary or advertised route), at any speed, and proceed to or stay at any place or port whatsoever once or more often and in any order.
 Luad or unload the Goods at any place or port.
 Comply with any orders or recommendations given by any proporting to act the Goods at any such place to port.
 Comply with any orders or recommendations given by any proporting to act as or on behalf of such government or authority, or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.
- rmit the Vessel to proceed with or without pilots, to tow or towed, or to be dry-docked.
- be towed, or to be dry-docked.

 rites set out in Clause 18) may be invoked by the Carrier for any
 whatsoever, whether or not connected with the Carriage of the
 including loading or unloading other Goods, bunkering,
 ing repairs, adjusting instruments, picking up or landing persons
 with the operations or maintenance of the Vessel on all
 s. Anything done in accordance with Clause 18) or any delay
 there from shall be deemed to be with the contractual Carriage and

MASTERS AFFECTING PERFORMANCE

- f anytime the Carriage is or is likely to be affected by any hindrance risk, lelay, difficulty or disadvantage of any kind (including by condition of the Goods) whensoever and howsoever arising whether or not prior to the commencement of the Carriage or the making of the contract of Carriage, he carrier may without notice to the Merchant:
 - may without notice to the Merchani:

 Abandon the Carriage of the Goods or any part of them and
 where reasonably possible place the Goods or any part of them
 at the Merchani's disposal at any place which the Carrier may
 deem safe and convenient, whereupon the responsibility of the
 Carrier in respect of such Goods shall cease.

 Suspend Carriage of the Goods or any part of them and store
 them ashore or afleat upon the terms of the Bill of Ladious
 use reasonable endeavours to forward the Goods as soon and
 use reasonable endeavours to forward the Goods as soon as
- use reasonable endeavours to forward the Goods as soon as possible after the cause of the hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the maximum period between such removal and the forwarding of the Goods to the Port of Discharge or Place of Delivery, whichever is applicable, named in this Bill of Lading.

 In any event the Carrier shall be entitled to full Freight on Goods received for Carriage and the Merchant shall pay any additional cost resulting from the circumstances mentioned in Clause 19). If the Carrier elects to suspend the Carriage under Clause 19) ib, this shall not prejudice the Carrier's glist subsequently to abandon Carriage.

DANGEROUS, HAZARDOUS OR NOXIOUS GOODS

DANGEROUS, HAZARDOUS OR NOXIOUS GOODS

Except under special arrangements previously made in writing, the Merchant warmants that the goods are not Dangerous Goods, nor are defensed to the second of t

Goods will be provided temperature controlled, insulated or naturally vessel and the carrier's needing the carrier's needing to the Goods, and in the absence of such agreement, the Merchant warrants that the Goods do not require such protection. The Carrier does not provide mechanically ventilated stowage, and does not furnish or maintain preservative gasses in connection with temperate controlled stowage, and the Carrier assumes no responsibility for loss of or damage to Goods arising in whole or in part from any lack of such stowage.

- The Carrier shall not liable for any loss of or damage to the Goods arising from latent, defects, breakdown or stoppage of the refrigerating machinery, plant, insulation, or of any apparatus of the Container. Vessel, conveyance of other facilities, unless the Carrier shall, before or at the beginning of the earlinge, have failed to exercise due diligence t maintain any such equipment (other than shipper provided equipment) in an system equipment (other than shipper provided equipment) in any such equipment (other than shipper provided equipment) in an Shipper to show the contents properly and set the thermostatic controls exactly, and the Carrier shall not be liable of any loss of or damage to the Goods arising out of or resulting from the Shipper's failure in such obligations. If the Carrier has packed the Goods into a refrigerated Container, and a temperature or temperature range has been disclosed to the Carrier by the Shipper or its authorized representative, Carrier will set thermostatic control accordingly.
 With respect to both Carrier and Shipper-packed Containers, where Carrier has undertaken, by special agreement, to carry the Goods at a particular temperature or temperature range the Carrier undertakes only that refrigeration equipment shall perform within the operating specifications of the equipment and makes no warranty or agreement with respect to the actual temperature of any commodity, first., vegetable, Thou Place of Delivery is saund on the face heroof, the Carrier shall be at 100 place of the Carrier shall be at 100 plac
- respect to the acutus composition.

 In order of Delivery is named on the face hereof, the Carrier shall be at liberty to discharge the Goods at the Port of Discharge, without notice at or out on what, creat for place or any time, whereupon the liability of the Carrier (if any) in respect of the Goods discharged as aforesaid shall wholly case, notwithstanding any charges, does or other expenses that wholly case, notwithstanding any charges, does or other expenses that continued to the contraction of the provides to the contrary (in which case the terms and continuous of the Bill of Lading shall continue during such additional computsory period of responsibility. If delivery of the goods is not taken by the Merchant at the time and place when and where delivery should be taken, the Carrier shall be entitled that is not obligated to store the goods at the sole risk of the Merchant, whereupon any liability which the Carrier may have in respect of the goods stored that wholly case and the cost of such storage shall be paid by the Merchant to the Carrier.
- goods stored shall wholly cease and the cost or such storage summer panels by the Merchant to the Carrier.

 The Carrier is entitled (but not obliged) to sell or dispose of all goods which in the opinion of the Carrier cannot be delivered either because they are instifficiently or incorrectly addressed or because they are not collected or accepted by the Merchant within 14 days after notice has been given to the Merchant. That Merchant shall pay all charges and expenses in connection with the storage and the sale and/or disposal of the model.
- peen grown and the storage and the sate annual expension in connection with the storage and the subject to a particular and general lies for monies due either in respect of such goods, or for any particular or general balance or other monies due from the Merchant to the Carrier. If any such monies due to the Carrier are not paid within 14 days after notice has been given to the Merchant, the goods may be sold by auction or otherwise at the sold discretion of the Carrier at the expense of the Merchant, and the proceeds (net of the expenses in connection with seed sale) shall be applied in satisfaction of such debtes, and the Carrier shows the sale) shall be applied in satisfaction of such debtes, and the Carrier shows the sale of the supplied in satisfaction of such debtes, and the Carrier goods, nor shall the Merchant be relieved from the liability of any outstanding debts merely because the goods have been for the such that the content of the carrier to a connecting carrier to a
- solutionaling adults more because the goods have been odd.

 TRANSSHIPMENT BILL OF LADING

 If the Goods are to be transshipped via a connecting carrier to a decisination point beyond the place delivery stated on the face hereof. Carrier may, on behalf of the Merchant and acting solely as their agent, arrange for such beyond Carriage consistent with instructions received from the Merchant at their risk and expense, In such event, the Carrier may deliver the Goods to the connecting carrier without surrender of the Carrier's original, properly endorsed Bill of Lading and upon request by the Merchant, shall obtain the connecting carrier's acknowledgment that delivery of the Goods shall be made only upon surrender of the Carrier's original, properly endorsed Bill of Lading.

 24. BOTHET-DSLAME COLLENG.

 25. BOTHET-DSLAME COLLENG.

 Authority of the Goods and the state of the Baltic and international Maritime Council and obtainable from the Carrier or its agents upon request is brerby incorporated into this Bill of Lading.

 GENERALA VERKAGE

request is hereby incorporated into this Bill of Lading.

GENERAL A UPERAGE

General average shall be adjusted at any port or place at the option of the

Carrier and subject to Clause 17i3 in accordance with the York Antwerp

Rules 1994, Provided that where an adjustment is made in accordance
with the law and practice of the United States of America or if any other

country having the same or similar law or practice the following clauses

detail membranes.

23.

25.

- shall apply:

 Now Jason Clause:

 a) In the event of accident, damage, peril or disaster, before or after the commencement of the voyage resulting, from any cause whatoover, whether due to negligence or not, for which, or the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the Goods and the Merchant stall jointly and severally contribute with the Louise of expenses of a general sevage nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

 b) If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving Vessel belonged to strangers.

 If the Carried delivers the Goods without obtaining security for general average contributions, the Merchant by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contribution as the Carrier shall reasonably require.

 In carrier shall be under no obligation to exercises any lien for general average contribution due to the Merchant.

WARRISKS: GOVERNMENTAL ORDERS

WARRIANS: GOVERNMENTAL ORDERS

The Carrier shall have liberty to carry Goods declared by any belligerent to be contraband and persons belong to or intending to join the armed forces or governmental service of any belligerent to said armed or unamed and with or without convoy, and to comply with any orders, requests or directions as to loading, departure, arrival, routes, ports of call, stopage, discharge, destination, delivery or otherwise, howsovere given by the government or day nation or department thereof any person acting or purpositing to act with the authority of such government or of any department thereof, or by committee of Person baving, under the terms of the content of the c

No servant of the Carrier shall have the power to waive or vary any term of this Bill of Lading unless such waiver or variation is writing and is specifically authorized or ratified in writing by the Carrier.

VALIDITY
In the event that anything herein contained is inconsistent with any applicable international conventional or national law which cannot be departed from by privace contract, the provisions hereof shall to the extent of each inconsistency but no further be null and volu-

If the Services are or are likely to be affected by any risk, delay, hindrance, difficulty or disadvantage of any kind whensoever and howsoever arising, the Carrier may ahandon the Services and place the goods at any place for the Merchant to dispose of the goods, whereupon the Carrier's liability and responsibility in respect of the goods shall

cease.
Any claim against the Carrier must be in writing and delivered to the Carrier within 14 days from the date of delivery of the goods or the date the goods should have been delivered or the date of the event giving rise to the claim, whichever is the earliest. Otherwise, the Carrier shall be discharged of all liability whatsoever in respect of any claim.

LAW AND JURIDICTION

The Carrier shall be discharged of all liability whatsoever in respect of any claim unless suit is brought against the Carrier in the Ho Chi Minh courts within nine months from the date of delivery of the goods or the date the goods should have been delivered or the date of the event giving rise to the claim, whichever is the earliest.

The defences, exemptions and limitations of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether such action is founded in contract or in Lord.

The contract evidenced by this Bill of Lading is governed by the Vietnam laws. Any proceedings against the Carrier must be brought in the Ho Chi Minh courts no other court.