1. Definitions

Definitions "Carrier" means Einskip Ocean B.V., Waalhaven Z.z. 21, 3089 IH Rotterdam The Netherlands, trade name Einskip Logistics, on whose behalf this Bill of Lading has been issued. "Carrieg" means the whole or any part of the operations and services underlaken by the Carrier in respect of the Goods covered by this Bill of Lading "Vessel" means the vessel name therein and any substituted vessel and any vessel, craft or lighter to which transshipment may be made in the performance this contract. nskip Ocean B.V., Waalhaven Z.z. 21, 3089 JH Rotterdam, le name Eimskip Logistics, on whose behalf this Bill of

Vessel, dant or name or his contract. "Merchant" includes, jointly and severally, the shipper, the receiver, the consignee, the Holdeor of this Bill of Lading, any Person owning or entitled to possession of the Goods or of this Bill of Lading and anyone acting for any

"Holder" means any Person for the time being in lawful possession of this Bill of Lading or to whom the rights of suit and/or liability under this Bill of Lading have been transferred or vested. "Person" includes an individual, group, corporation, company or other legal

The series "includes an individual, group, corporation, company or other legal critic," includes an individual, group, corporation, company or other legal critic, includes and company of the series o

onnected equipment.
PCL and "LCL" shall mean as follows:
- FCL/FCL means that the Container is packed and unpacked under the Merchant's responsibility, even when such operation is physically effected on his Merchant's responsion, e.e. and behalf by the Carrier's behalf by the Carrier, - LCL/LCL means that the Container is packed and unpacked under the Carrier's

- LULLL means that the Container is packed and unpercedured to correct or reponsibility.

- FCL1/LCL means that the Container is packed under the Merchant's responsibility.
- FCL1/LCL means that the Container is packed under subschalf by the Carrier, and unpacked under the Carrier's responsibility and unpacked under the Merchant's responsibility even when such operation is physically effected on his behalf by the Carrier.
- WCMP means the Verified Gross Mass obtained by a method presenbed in chapter VI, park, regulation 2 of the International Convention for the Safety of Life at Sea (SOLAS) 1974 and SOLAS guidelines, as amended from time to time.

time. "SDR" means Special Drawing Rights as defined by the International M

Find: "Hage Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 as amended by the Protocol signed at Brussels on 23th February 1986 and by the SDR Protocol signed at Brussels on 21st December 1979. "US COGSA" means the Carriage of Goods by Sca Act of the United States of the American Use A. neans the Carriage of ed on 16th April 1936

Alletta approved on rous reput for a **2. Carrier's Tariff** The terms of the Carrier's applicable tariffs are incorporated herein ("Tariff"). Copy of the Tariff's obtainable from the Carrier or his agent upon request. In the case of inconsistency between this Bill of Lading and the Tariff this Bill of Lading shall

3. Merchant's Warranties

- Merchant's Warranties The Merchant undertakes, and warrants that in agreeing to the terms and conditions hereof he is, or has the authority to contract on behalf of the Person owing or entitled to the possession of the Goods and this Bill of Lading. The Merchant undertakes and warrants that the particulars relating to the Goods as set out on the front sale of this Bill of Lading have been ethecked by the abapter or investion of the Bill of Lading have been diversed by the abapter of the Bill of Ladie for the share been diversed by the abapter of the Bill of Ladie for the share been diversed by the abapter of the Bill of Ladie for the share been diversed by the abapter of the Bill of Ladie for the share been diversed by the abapter of the Bill of Ladie for the share share been diversed in material respects and no representation of any nature s to such particulars, in favour of any person, is made, either directly, or by implication by the Carrier.
- Carrier. (iii) The Merchant undertakes and warrants that the Goods are lawful goods contain non contraband, drugs or other illegal substances or stowaways, and the Goods will not cause loss, damage or expenses to the Carrier, or to any or
- cargo, (iv) The Merchant undertakes and warrants that the Goods are in a condition and packed in a manner adequate to withstand the ordinary risks of the Carriage contemplated for in this Bill of Lading having regard to their anture and in compliance with all laws, regulations and requirements which may be applicable.
 (v) In case a Container is not supplied by the Carrier the Merchant undertakes and warrants that the Container meets ISO standards and is fit in every respect for
- (vi)
- Warrants mat the Commune interes for Samotator and a many service of the Carriage. The Merchant undertakes and warrants that in case of damage to the Goods he will mitigate such damage, including but not limited to take delivery of the Goods to arrange for a best possible sale or to arrange for destruction.

- will mitigate such damage, incruante ou non uninten or nace correct on ac-Goods to arrange for a best possible sale or to arrange for destruction.
 4. Sub-Contracting
 (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unloading, storing, warebousing, handling and, without limitation, any and all other duties whatsoever undertaken by the Carrier in relation to the Goods.
 (b) It is hereby expressly agreed that to servant, agent or Sub-Contractor of the Carrier shall in any circumstances whatsoever be under any liability to the Merchant for loss, damage or delay of whatever kind arising or resulting directly or indirectly from any act, neglect or default on their part while acting servant, agent or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chattered by any of them any hability whatevere in concention with the Goods on the Carriage.
 (ii) Without predivate the benefit of all ecceptions, limitations, provisions, conditions and liberties herein contained and every right, exerption from liability defence and limitative or the sub-there then fit, in entering into this contract, the Carrier, to the extent of these provisions, does so not oly on its of such provisions were expressly made for their benefit. In entering into this contract, the Carrier, to the extent of these provisions, does so not only on its out needs. The table and trustee for south servants, agent and Sub-Contractors that have the benefit of all exceptions, limitations, provisions, or south and liberties here solves and sub-contractors. The Carrier is the extent of these provisions, does so not only on its own behalit, but also as agent and trustee for south servants, agents and Sub-Contractors.
 (b) Table Werchant further undertakes that no claim or allegation howsoever in
- own behalf, but also as agent and unsuce to such a service of contractors. The Merchant further undertakes that no claim or allegation howsoever in respect of the Goods or the Carriage shall be made against the Carrier by any Person other than in accordance with the terms and conditions of this Bill of Lading, which imposes or attempts to impose on the Carrier any flavour what the carrier any flavour such claim or allegation should nevertheless be made, to indemnify and hold the Carrier hamless against all consequences thereat.

all consequences mercoit.
 S. Carrier's Responsibilities; Port to Port Shipment.
 (i) If the Carriage is Port to Port Shipment, the Carriage Mercoit and States a

Carrier's Responsibilities; Combined Transport

We can next a sequence in the sequence of the (1) If the stage of the Carriage when loss or damage occurred is

not known:

- (a) Exclusions. The Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

 - mage was caused by:
 (i) an act or mission by or no heluff of the Merchant;
 (ii) indifficiency of or defective condition of packing or marking;
 (iii) handling, loading, stowage or uniloading of the Goods by or on behalf of the Merchant;
 (iv) instructive of the Good;
 (v) stifted, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general;
 (vii) anuclear incident;
 (viii) compliances whith the instructions of any Person entitled to give them;
 (viii) compliances whether of the Coafficience outd not avoid and the consequences whether of the coafficiences whether of the coafficiences whether of the could not prevent by the exercise of reasonable diligence.

(b) Burden of Proof. The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 64 (1)(a) shall rest upon the Carrier, but if there is any evidence the loss or damage could be attributed to one or more of the causes or events specified in Clause 61 (1)(a)(ii), (iii) or (iv), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(2) If the stage of the Carriage when the loss or damage occurred is known:

OCCUTPED 15 Known: Notwithstanding anything provided for in Clause 6(1), but subject to Clauses 5, 21 and 24, if it is known during which stage of the Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined for the statement of the comparison of the statement of t provisions contained in any international convention or national law

- which provisions: (1) cannot be departed from by private contract to the detriment of the Merchant; and (2) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable; or if a international convention of a most bar such applicable; or
- if no international convention or national law would apply by virtue of Clause 6(2)(a), by the Hague Rules if the loss or damage is known to have occurred at sea or on inland waters; or by the provisions of Clause 6(1) if the provisions of Clause 6(2)(a) or (b) do not (c)

(v) (3) If the Place of Receipt or Place of Delivery is not named on

the front of this Bill of Lading: use rrout ot tins but of Lading: subject to Class 24 if the Place of Receipt is not named on the front of this Bill of a.ding the Carrier shall be under no liability whatoever for loss of or damage to the doods, howsovere occurring, if such loss or damage arises prior to loading onto th Vessel and if the Place of Delivery is not named on the front of this Bill of Lading the Carrier shall be under no liability whatoever for loss of or damage to the low source occurring, when such loss or damage arises subsequent to discharge from to Vessel.

(h)

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- the Vessel.
 7. The Amount of Compensation
 (i) Subject always to the Carrier's right to limit liability provided herein, if the Carrier is link for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods plus (any partial loss or damage to be calculated on a por ratio basis.
 (ii) If there is no invoice value of the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and tume they are delivered by reference to the value of the Goods hall be fixed according to the current market price, by reference to the normal value of Goods of these same kind and/or quality.
 (iii) Unless otherwise expressly agreed herein and subject to Cluses 24, the Carrier's liability shall in no event eaced SDR 2 per kill of gross weight of the Goods place for Gords of the Goods hall be fixed effect.
- price or, if, there be no current market price, by reference to the normal value of goods of the sums kind and/or quality and subject to Clause 24, the Carrier's liability shall no revent exceed SDR 2 per kilo of gross weight of the Goods The Merchane success and solver helpschult the Charles and the Merchane success and solver helpschult the Charles the value of the Goods and higher compression than provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods has been declared by the shipper bords shipment and inserted on the front of this Bill of Lading in the space captioned "Description of Goods" and extra freight is paid on such declared value is frequired. In cases such value has been declared, any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Save as otherwise provided for in this Bill of Lading, the Carrier shall in no consequential loss, damage or costs or for loss of profits. No interest shall be allowed on any claim against the Carrier up to the time of the readition of judgement.
- (vi)
- 8. Delay
 - Delay The Carrier does neither promise or undertake to load, carry or discharge the Goods on or by particular Vessel, date or time nor that the Goods shall arrive at the Port of Discharge or Place of Delivery, whichever is applicable, at any particular time or to meet any particular sale contract, market or use. Advertised salings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled in Carrier's sole discretion for whatever reason whom noise to the Merchant. The Carriers shall in no concers be liable for any direct, indirect or The Carriers shall in not encode the sole of any direct, indirect or the Carrier shall in not encode or costs or for loss of profits caused by delay. The Carrier should nevertheless to held liable for any such host, damage or costs caused by delay, such liability shall not exceed the Charges paid for the Carriane.
- Notice of Loss and Time Bar (\mathbf{v})
- Notes of LODS and LIME BAT Notice of loss or damage to the Goods shall be given in writing to the Carrier or its agents at the Port of Discharge or the Place of Delivey as the case may be before or at the time of removal of the Goods in to the casted or the Merchan If the loss or damage is not apparent, then notice must be given in writing with three days of such removal. Otherwise, the removal shall be prima faci-evidence of delivery of the Goods as described in this Bill of Lading. In any event, all caims against the Carrier shall be time-barred and the Carrie shall be discharged from any liability unless suit is brought against the Carrier shall be discharged from any liability unless suit is brought against the Carrie to thin one year at the delivery of the Goods or the date when the Goods should have been delivered.
- 10. Defences and Limits for the Carrier

exemptions from liability, defences, liberties and limits of liability provi is Bill of Lading shall apply in any action against the Carrier for delay, lo age to the Goods howsoever occurring whether the action be founded in e-ment or in tori and even if the loss, damage, or delay arose as a re-aworthiness, negligence or fundamental breach or repudiation of ec

- 11. Methods and Routes of Transportation (i) The Carrier may at any time and without notice to the M
- use any means of transport or storage whatsoever; transfer the Goods from one conveyance to another including transsh or carrying the same on another Vessel than the Vessel named over on any other means of transport whatsoever and even though transsh or forwarding of the Goods may not have been contemplated or pro-forwarding of the Goods may not have been contemplated or pro-forwarding of the Goods may not have been contemplated or pro-forwarding of the Goods may not have been contemplated or pro-forwarding the contemplated or pro-forwarding the forwarding the storage of the stor
- for herein; sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised route), at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or others: (c)

- increases of an economy succession to so technic to to or solving once of or other, and terms or the Good within have been packed into a Container and the solution of the insurance on any convergence employed by the Carrier the right to give enders or directions. liberties set out in Clause 11(i) may be invoked by the Carrier for The
- purpose whatsoever whether or not connected with the Carriage. Anything done or not done in accordance with Clause 11(i) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

12. Matters Affecting Perform nce

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- If at any time: (a) the Carriage is or is likely in the opinion of the Carrier to be affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind and howsoever arising, including but not limited to Force Majeure events such as labor troubles, strikes, lockout, embrgoes, war, warlike operations or hostilities, acts of terrorism, risk, fres, Boods, earthquakes, inclement weather, governmental regulations or controls, actual or threatening pandemics, quarantines or acts of God, which cannot be avoided by the errise to each indication. Editor Microbiol. The strike of the strike of the strike rise to each indication. Editor, which cannot be avoided by the trise to each indication. Editor, Wilforduly or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage); to (b) the Carriage violates or may violate any sanctions or export control law
- this contract was entered into or the Goods were received for Carriage); or (6) the Carriage violates or many violate any sanctions or export control law and regulations; or (c) the Carrier is in doubt as to whether the Vessel can, safely and without delay, leave the Port of Loading or reach or enter the Port of Discharge or discharge there in the usual manner or proceed thence on the voyage, the Carrier may at his sole discretion and without prior notice to the Merchant either. (c)
 - carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery, suspend the Carriage of the Goods and store them abshore or allout under these terms and conditions and endeavor to forward them as soon as reasonably possible, abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port, which the Carrier any deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. (1)
 - (2)
 - (3)
- convenient, whereupon the responsibility of the Latrice in Legence or such Goods shall cease. In addition to full freight on the Goods received for the Carriage the Merchant shall be halle for all additional freight, derurarge and la charges and expenses incurred by the Carrier acting as above. If the Carrier elects to use an alternative orace under (1) above or to suspend the Carrier elects to use an alternative projudice his right subsequently to abandon the Carriage under (3) above.

prejudice his right subsequently to abandon the Carriage under (3) above. 13. Merchant's Liability (i) The Merchant shall be liable for and shall indemnify and hold the Carrier and the Vessel harmless against any payment, expenses, fines, dues, duty, tax, impost, loss, damage, delay or detention, sustant of neurend by or levied upon the Carrier or the Vessel in connection with the Goods for any cause whatsoever, including but not limited to their nature, quality or condition (whether known to the Carrier or not) and any breach of warranty under this Bill of Ladine.

18. Both to Blame Collision and New Jason Clauses The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from the Carrier or his agents upon request are hereby incorrorated herein.

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General Average and Salvage General Average shall be adjusted and payable according to York-Antwerp Rules of 1994 at any port or place at the option of the Carrier, whether declared by the Carrier or a Sub-Contractor of the Carrier, in respect of all Goods, whether carried on a sub-Contractor of the Carrier, in respect of all Goods, whether carried on a cumder deck. The Merchant shall give such eash deposit or other security as the Carrier may deem sufficient to ever the estimated General Average contribution of the Goods before delivery if the Carrier requires. The Carrier shall be under no obligation to exercise any line for General Average contribution due to the Merchant. In the event of accident, danager, damage or disster before or after commencement of the voyage resulting from any cause whatsoever due to negligance or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall contribute with the Carrier in General Average to the payment of any sartifices, 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.

may be made or incurred, and shall pay Salvage and Special Charges incurred in respect of the Gods. In the event of the Master considering that salvage services are needed, the Werchart agrees that the Master shall act on its behalf to procure such services to the Goods. The Merchant shall pay Salvage and Special Charges incurred in respect of the Gods and shall agree such cash deposit or other security as the contribution of the Gods and shall agrees such cash deposit or other security as the contribution of the Gods before delivery if the Carrier requires. If a salvage ship is owned or operated by the Carrier Salvage and Special Charges shall be paid for as fully as if such salving ship belonged to strangers.

deck. Goods may also be stowed and carried, without notice to the Merchant, on deck generally, and, in addition and without limitation, on or in the poor, forecastle, deckhouse, shelter deck, passenger space, bunker space, or any other covered-in space commonly used in the trade for the carriage of goods. Subject always to Clause 21, Goods so stowed and carried shall be deemed to be stowed and carried under deck for all purposes, including contributing in General Average and/or Salvage, and the Hague Rules, or (when applicable) US COGSA as incorporated herein, shall be applicable to such carriage.

21. Deck Carriage and Live Animals Container and Goods which are stated on the front of this Bill of Lading to be carried on deck at shipper's or Merchant's risk and/or live animals, whether or not carried on deck, are carried without responsibility on the part of the Carrier of loss or damage of whatsoever nature or delay arising during Carriage whether caused by uneaeworthiness or negligence or any other cause whatsoever and neither the Hague Rules nor (when applicable) US COGSA shall apply.

. Jungerouts voods The Merchant undertakes not to tender for transportation any Goods which are of a dangerous, inflammable, radio-active, or damaging nature without previously giving written noise or their nature, character, name, label and classification (if applicable) to the Cartier, and obtaining his consent in writing and marking the Goods and the Continer or other covering on the outside as required by any laws or regulations which may be applicable during the duration.

required by any laws or regulations which may be applicable during the Carriage. The Merchant undertakes and warrants that such Goods are packed in a manner adequate to whistand the ordinary risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage to any other and the applicable of the Merchant of the requirements of and all inderently and hold the Carrier harmless gained all chains (labilities, loss, damage, chall, octs), fina and/or express earning out of the Goods being tendered for transportation or handled or carrier by the Carrier whether on on the Carrier twas aware of the nature of such Goods. If in the sole opinion of the Carrier the Goods are or are liable to become at any ine dangerous, inflammable, naho-active or damaging they may at any time or place, be unloaded, destroyed, or rendered harmless without compension, and it he Merchant has not given notice of their nature to the Carrier under (i)

place, be unloaded, destroyed, or rendered narmess winnou compensation, unce if the Merchant has not given notice of their nature to the Carrier under (i) above, the Carrier shall be under no liability to make any General Average contribution in respect of such Goods.

Any mention herein of parties to be notified on the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation

Merender, Merender, Merender, Merender, Carriage called for by the Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof from the Vessel without notice directly they come to hand at or no tan wy whar, craft or place on any day and at any time and the Merchant shall take delivery of the Goods as soon they have been discharged as aforesaid. Such discharge shall constitute due delivery, and thereupon all liability of the Carrier (if any) in respect of the Goods or than part thereof discharged as aforesaid shall wholly netwithstanding that any Charges, dues or other expenses may be or become payable.

payable. Where the Carriage called for in this Bill of Lading is Combined Transport the Merchant shall take delivery of the Goods as soon as they have arrived at the Place of Delivery, or as soon as they have been discharged from the Vessel if the Place of Delivery is not named on the face hereof in accordance with paragraph (ii) of this clause. Such arrival or discharge, as the case may be, shall constitute due delivery, and thereupon the liability of the Carrier (if any) to respect of the Goods shall wholly cease notwithstanding any custom to the contrary and notvithstanding that any Charges, dues or other expenses may be

contrary and notwithstanding that any Charges, dues or other expenses ma or become payable. If the Merchant fails to take delivery of the Goods as provided for in this cli-the Carrier shall be entitled, without notice and without any responsib

If the Merchant fails to take delivery of the Goods as provided for in this clause the Carrier shall be entitled, without notice and without any responsibility whatsoever attaching to him, to unpack the Goods if packed in Container and/or to store the Goods and/or. Allow, in the open, under cover or in any other way, at the sole risk and expense of the Merchant. If the Goods are unclaumed within ten maning days of delivery becoming due uses theorems cortiles or timer charge whiter for aneage to otherwise, the Carrier may, at his discretion and subject to his line and without notice and without any responsibility whatsoever attaching to him, self, destroy or otherwise dispose of the Goods in the manner the Carrier dreams in the discretion and any proceed of sale in reduction of the sums due to the Carrier from the Merchant in respect of the Goods.

Letter want use Merchant in respect of the Goods.
USA Clause Paramouti
It Caraiage includes Caraiage to, form or through a port in the United States of America, this Bill of Lading shall be subject to the United States Caraiage of Goods by Sea Act (1956) (US COGA) the terms of which are incorporated herein and shall be paramount throughout Carriage by sea and in earlier time container regist bases to the United States of America before loading onto the Versel or after discharge therefrom and during Caraiage to or from a container regist herein thation in or immediately adjacent to the sea terminal in United States of America before loading onto the Versel or after discharge therefrom and during Caraiage to or from the Cosods has been declaured on the front of Ins Bill T Lading, in which ease terminal in United States of America and/or the Vessel shall not exceed USS500 per package or existomary freight unit, unless the value of the Goods while the Goods are in the United States of America anay freight unit, during and and the seat terminal and are not in the actual custody of the Carrier At these times the Carrier actua as agaret only at these times, its liability for the Carrier with cased and lartify of sub finding Att. Carrier shall be subject to the usual terms decoding on the finding Att. The Good shall be decarrier with Causes 6, 7, 8, 9.
If this Bill of Lading is accepted by a non-vessel operating common carrier (NVOCC) or the as a mercenting of the areases of the as a mercenting of the asternet of the asternet with Causes 6, 7, 8, 9.

on do 10 viron. This Bail of Lading is accepted by a non-vessel operating common carrier (NVOCC) or by a groupage agent acting as a NVOCC, who has in turn issued other contracts of carriage to thind partice, the said NVOCC hereby warrants that all contracts of carriage target hind partice, the said NVOCC horeby warrants that all contracts of carriage to thind partice, the said NVOCC horeby warrants that all contracts of carriage to thind partice, the said NVOCC horeby warrants that all contracts of carriage to thind partice, the said NVOCC horeby warrants that all contracts of carriage to thind partice, the said NVOCC horeby more carrier or the NVOCC (rapper to be field with the appropriate authorities. The said NVOCC further agrees to indemnify and hold harmless the Carrier, its winnermentic to incorrecting

25. Validity In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and voit.

Law and Jurisdiction Except as provided in Clause 24 (USA Clause Paramount) the contract evidenced by this Bill of Lading shall be exclusively governed by the law of lecland. It is specifically agreed that any dispute arising hereander shall be determined by the leclandic Courts according to leclandic law to the exclusion of the jurisdiction of the courts of any other country. The Merchant agrees that it shall not institute usin in any other gravitation and avies any right he may have to do so. The Merchant shall indemnify and hold the Carrier harmless against reasonable expenses and coots incurred by the Carrier in defending and removing a suit filed in another privation:

Revised 12.2022

21. Deck Carriage and Live Animals

22. Dangerous Goods

23. Notification and Delivery

24. USA Clause Paramount

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ige (v)

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- The Merchant shall comply with all laws and regulations or requirements of i kind imposed by customs, port and other authorities with respect to the Gos and shall bear and pay all duties, taxes, fines, imposts, expenses, losses incur-or suffreed by reason of any filture to so comply, or by reason of any like incorrect or insufficient declaration, marking, numbering or addressing of Goods, and shall indemnity and hold the Cartier lamiless in respect there if for any piscason whatsever the Goods are retious/importation the Neeho-19. General Average and Salvage (iiii)
- If for any reason whatsoever the Goods are refused importation the Merchan shall be liable for and shall pay return freight and Charges thereon. It is the sole responsibility of the Merchant to provide the Carrier with VGM for each Container in accordance with Carrier's proceedures for VGM, which are incorporated herein. If VGM is not provided in time the Carrier shall be unde o obligation to commence the Carrier gas and the Merchant shall be liable for an shall indemnify and hold the Carrier harmless against any loss, damage, delay fines and expenses resulting for non-compliance with this provision.

14. Temperature Controlled Cargo

- Temperature Controlled Cargo Goods, including Goods of a perishable nature, may be carried in dry general purpose Container or ordinary compartments in the Vessel without special protection, services or other measures unless there is noted on the front side of this Bill of Lading and/or expressly contracted in writing at the time of booking that the Goods will be carred in refigured, heated, electrically ventilated or otherwise specifically equipped Container or compartments or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and carrying temperature to be maintained. The Carrier shall not be responsible for the function of a temperature control/ without of a temperature.

- paid for its imply on a set assumed to a set of the set of the
- special attention in any way. 10 The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their require temperature control without previously giving written notice of their 10 The Carrier shall not be responsible for the function of a temperature controlled Container supplied by or on behalf of the Merchant. 9 The Carrier does not undertake to deliver empty temperature controlled Container to the Merchant at any specific temperature. 10 If a temperature controlled Container is packed by tor on behalf of the Merchant, the Merchant warrants and undertakes that the Goods have been properly packed and stowed in the Container and that is thermostatic controls, at vents are not completed with, the Carrier shall not be liable for any loss of or damage to the Goods, howsever arising. 10 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require temperature, humidity level or other 10 The Carrier as being at the carrying temperature, humidity level or other 10 The Carrier as been as write the Goods have the Goods rate vertified by the Carrier as been as the Carrier to He Goods rate order of the Goods rate 10 The Carrier as been as write the Container or Vessel's compariments with the Carrier to labele for any loss of or damage to the Goods arising from latent defects, derangement, hreakdown or stoppage of the temperature control, carriage exercise due diligeent on maintain the Goods of the Goods rates in the Leginning of the Carriage acress due to ligeent on tamatin the same in an efficient state. 10 The Merchant is free to use its own temperature recording device. In no data log records of the Container itself to the Merchant or any other Person. **5. Containers**
- 15. Containers
- If a Containers, whether or not supplied by the Carrier, has not been stowed, filled, packed, stuffed or loaded by the Carrier this Bill of Lading shall be a receipt only for such a Container and the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify and hold the Carrier receipt only for such a Container and the Carrier shall not be linkle for loss of or Rule damage to the contents and the Merchant shall informity and hold the Carrier is a start of the container that the start of the start of

at delivery. The Carrier shall be entitled, but under no obligation, to open and/or scan any packages or Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or thereof, the Carrier may without notice to the Merchant abandom transportation thereof and/or take any measures and/or incur any reasonable additional expense or in the open, at any place, which stronge shall be deemed to and to ever or in the open, at any place, which stronge shall be deemed to and to ever or in the open, at any place, which stronge shall be deemed to and hold the Carrier harmless against any reasonable additional expense to incurred.

Where a Container supplied by the Carrier, whether owned or leased by the Carrier, is uppaced at the Merchani s premises the Merchani is responsible for returning the Container empty with interior branched and cleaned to the place of discharge or to the point designation by the Carrier to pick up the Container from his premises the Carrier any preject such request if the Container is not in the sole opnion of the Carrier empty and/or with interior branched and elaned. The Merchant shall be liable for hit, cleaning costs, demurage, loss and expenses which may result from any failure or delay in return of the Container to Carrier the Carrier shall have the right to retrieve the Container the Carrier the Carrier shall have the right to retrieve the Container the Carrier the Carrier shall have the right to retrieve the Container from the Merchant and He liable for high to retrieve the Container from the Merchant and He liable for high to retrieve the Container from the Merchant and He place that the container from the Merchant and He liable for high to retrieve the Container and other equipment while in the custody of the Merchant for whatever purpose. The Merchant and Heinsmity and Jose for damage to Container and other equipment while in the custody of the Merchant for whatever purpose. The Merchant shall heinsfor from Jose for damage to Container and other equipment while in the custody of the Merchant for whatever purpose. The Merchant shall mennify and Jose for damage to Container and other equipment while the Container and other equipment. Lien

The Carrier shall have a lien on the Goods and any documents relating thereto, inclusive of any Container owned or leased by the Merchant, for:

(a) all sums you and carrier under this contract,
 (b) all sums due from the Merchant to the Carrier under any other contract,
 (b) all sums due from the Merchant to the Carrier under any other contract, whether connected with Carriage or not, and
 (c) General Average and/or Salvage Contribution to whomsoever due.

(c) General Average and/or Salvage Contribution to whomsever due. The Carrier may severise his list can any time and any place in his sole discretion. The lien shall in any event estend to cover the costs and expenses of excressing such a lien and for that purpose the Carrier shall have the right to sell the Goods and documents by public auction or private sale in the manner the Carrier deems most advantageous writhout notice to the Merchant and without any responsibility whatsoever attaching to the Carrier. The Merchant agrees that to valuation of the Goods will be carried out before such sale. If on sale of the Goods the proceeds fail to cover the amount due and the costs and expense Merchant. The Merchant shall indicating yand hold the Carrier hardness against all and any cost incurred by the Carrier in exercising its rights under this clause.

Charges, Freight and Expenses The Merchant shall be liable to the Carrier for payment of all Charges due breunder. Each Merchant shall be jointly and severally liable to the Carrier for the payment of Charges and for the performance of the obligations of each of them hereunder.

them hereunder. All Charges are due on demand and shall be paid in full and without any set off counter claim or deduction at latest before delivery of the Goods. If the Merchant fails to pay Charges on due date, be shall be lable also for interest and all expenses incurred in collecting the sum due to the Carrier. The Merchant's attention is drawn to the stipulations concerning the currency in which Charges are to be paid and rate of exchange in applicable Tariff, offer and/or now excite surrenced.

all remain fully responsible for the payment of such Charges to the Carrier on demand.
 Any remarks in regard to the Charges or other items in Carrier's invoice shall be made promptly and no later than thirty days after the date of the invoice.
 Otherwise, the invoice shall be considered correct.
 The Merchant shall indemnify and hold the Carrier harmless against all and any cost incurred by the Carrier in exercising its rights under this clause.

and all expenses incurred in collecting the sum due to the Carrier.
 bet Merchant's attention is drawn to the singulations concerning the currency in which Charges are to be paid and rate of exchange in applicable Tarif, offer, and/or any service agreement.
 Freight shall be payable based on particulars furnished by or on behalf of the Merchant, the Carrier my at any time open any Container or other back of the Merchant, the first bli of Lading is acc (NVOCC) repaired by the Carrier may at any time open any Container or other NACCC, repaire and valuing the Goods.
 Her chant, the Goods. The Carrier maid shall be paid in full on damaged or mesoured Goods. The Carrier shall be centical to all freight and Charges developed of the Goods and/or packages or not tost.
 The Merchant shall be lable for all expenses of sorting, meeding, cooperage and angatherp and/or contexts of packages or packing of rom excepted perils.
 Goods once shipped cannot be taken away by the Merchant except upor family expensible for the Qards after Lawing shift is reparred.
 Dengte the acceptance by the Gards after lawing with the Gards after lawing shift in a consinger of the Goods after lawing away.
 Dengte the acceptance by the Gards after lawing shift is target of the Goods after lawing shift is target to the current of instructions to collect the Charget for the courted of the courts of particing of reform to instructions to collect the Charget and would.
 Despite the acceptance by the Cararter of instructions to collect the Charget and the collaridic Courts as participation of the courts of the courted of the

Where a Container supplied by the Carrier, whether owned or le Carrier, is unpacked at the Merchant's premises the Merchant is res