## 1. DEFINITIONS

(a) "Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading

has been signed.

(b) "Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitlet of the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

(d) "Goods" includes the cargo supplied by the Merchant and includes any container not supplied by or on behalf of the carrier but

Actudes live animals & goods carried on deck.

d) "Container" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to

consolidate goods. (e) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in a

the Goods.

(I) "Combined Transport" arises where the Carriage called for by this Bill of Lading is not a Port to Port Shipment.

(g) "Port to Port Shipment" arises where the Place of Recept and the Place of Delivery are not indicated on the front of this Bill of Lading or if to this the Bill of Lading or if tho this the Bill of Lading or if tho this the Bill of Lading does not in the nomination of the Place of Deleviery and Place of Seeding when the Bill of Lading does not in the nomination of the Place of I Receips or the Place of Deleviery on the front hereof specify any place or spot within the area of the port so

of the Place of Receipt or the Place of Deservey on the rorus merces specing in years. Use of the Committee of Committee o

(o) "Person" includes an individual, a partnership, a body corporate or other entity.

(p) "Stuffed" includes filled, consolidated, packed, loaded or secured.

(g) "Authority" means a duly constituted legal body or person acting within its legal powers and exercising jurisdiction within any

nation, state, municipality or port. (r) "Owner" equals to "Merchant". (s) "Vessel / Ship" shall include the los

() "Owner" equals to "Merchant".

(3) "Vessel 5' She' shall include the loading vessel and any substitute ship and any craft or lighter or other means of marine conveyance, wow.d. chartered., operated or employed by the carrier used in the performance of the contract of carriage.

(1) "Port of Loading" the port at which the goods are loaded on the loading vessel.

(u) "Total Old Loading" the port at which the goods are loaded on the loading vessel.

(u) "Loading Vessel" the vessel on which the goods are to be loaded.

(u) "Loading Vessel" the vessel on which the goods are to be loaded.

(u) "Industry to loader Container Carriage", lift of VC/VI) means that the container has been inspected, stuffed and sealed by the Merchant or his agents, and the unsealing and the unstuffing of such container shall also be performed by the Merchant or his agents, all at Merchant's sole responsibility, unless & dehrenies perforally notified chemise by the Merchant or his agents, all of the Carriage Carria

agents, all at hercuren-reposibility with regrix to such goods shall commence and terminate unity.

2. CARRENS TABLET

2. CARRENS TABLET

2. The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from its Carrier or his agents upon request or where applicable from a government body with whom the Tariff has been filed. In the case of inconsistency between the Bill of Lading and the Tariff, this is of Lading shall prevent the Lading and the Tariff, this lading shall prevent the Lading and the Tariff, the lading shall prevent the Lading and the Tariff, the lading shall prevent the Lading and the Tariff, the Lading and the Tariff, the Lading and Lading shall prevail to resolve such inconsistency.

3. WASBANTY

3. The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods and is accepting these Terms & Conditions for and no healf of all such persons. Nothing in this till at Lading map to variet or cancelled except by a Direct or of the carrier company endorsed on the till of Lading in writing and stamped by the company official stamp.

3. The parties, in excepting that till of Lading, healty besoevering agent to the sole jurisdiction of the Singapore Courts and the applicability of Singapore Law to any dispute avising herefore.

4. HOGOTHARITY AND THE TO THE GOODS.

4. This still of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute that to the Court and the Another Shall be resident for the confidence of the

4.1 This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute to the Goods nort the holder shall be entitled to receive or to transfer the Goods herein described.

4.2 This Bill of Lading shall be primar facie evidence of the taking in charge by the Carrier of the Goods as herein described. Hor oof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration

groof to the contrary shall not be admissions were to an admission of the contrary shall not be admissions on a shall particulars as to the contents, quality, quantity, weight, number and/or value of the packages inserted here and undertrates to indemnify and hold the carriers and all persons interested in ship or vessel harmless from all demands, claims, liabilities, actions and expenses arising out of such Statements and to pay a expenses, losses and damages including costs of solicitors on an indemnify basis for any breach of warranty/description or re-

expenses, joses and damages including cost of solicitors on an indemnity basis for any travers on or warranty/secroption or resulting therefrom.

4.4 In the event the Biff I clading directly consigned to the consignee, the parties hereby agree that the carrier delivery to the consignee named with or without surrender of the Original Biff of Lading shall constitute due and proper delivery and the Merchant shall indemnity and keep indemnified the carriers against all claims arising out of such delivery.

5.1 The Carrier shall be entitled to sub-contract on any terms the whole or any part of the surriage and the Merchant agrees to be bound thereby on those terms.

5.2 The Merchant undertakes that on any terms the whole or any part of the carrier against all claims.

5.2 The Merchant undertakes that on any terms the whole or any part of the carrier against all others by whom the whole or any part of the Carrier's producing any person or vessel whatsoever, other thin the Carrier, including, but too tilimited to the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carrier's producing any substity without produce or indemnity and hold harmless the Carrier against all consistence or contraction with the Goods of the Carrier's part of the Carrier against all consistence. Without prepipieds to the freegange very such person and vessels all have the benefit of all provisions herein benefiting the Carrier against all carrier, to the extend of these provisions contract the carrier against all carrier, to the extended of the provisions were entered into expressly for his benefiting that carrier against all carriers, to the extended of the provisions were entered into expressly for his benefit and in entering into this contract the carrier against all carriers and the carrier against all carrie

veloces and such persons and veloces and such persons and veloces and such account and.

5.3 The Merchant shall defend, indeeminfy and hold harmless the Carrier against any claim or liability and any and all expenses
or disbursements arising therefrom on a full indemnity basis arising from the Carriege of the Goods insofar as such claim or in
exceeds the Carrier's liability under this Bill of Lading, which shall apply irrespective of whether the claim lies in contract or in
Merchant specifically agrees that any subgenter or award media in any sirisdiction whatsover in got as at exceeds the
set out in this Bill or excluded by this Bill of Lading, whiln on be registrable or enforceable against the carrier.

set out in this Bill or excluded by this Bill of Lading shall not be registrable or enforceable against the carrier.

SA The Merchant undertakes, in addition and without prejudice to any of these conditions, that he shall not an event indemnify the Carriers against all liabilities whatsoever including but not limited to penalties imposed by the relevant authorities suffered directly or indirectly from or incomection with the Merchant's instructions or their implementation or the goods and in particular the Merchant shall indemnify the carrier in respect of any liability whatsoever it may be under to any hauler, carrier, warehousemen or other person whatsoever at any time involved with the goods aring out of any claim and edirectly or indirectly against any such party by the Merchant or by any sender, consignee or owner of the goods or by any person interested in the goods or any other

5.5 The Carrier reserves the right at its sole discretion at any time before receiving or collecting or otherwise dealing with any goods 5.5 The Carrier reserves the right at its sole discretion at any time before receiving or collecting or otherwise dealing with any goods or derive to review or dealer than the same or where received to return, offloads, part-carry or tranship the goods vertices or the carrier of the control of the carrier of the carrier

## 6.1 CLAUSE PARAMOUNT

6.1 CLUSE PARAMOUNT
6.1.1 Subject to Clare 13 below this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Haque Rules or any legislation making such fluids or the Haque Rules or computating applicable ligislation to the late of the Haque Rules or the Haque Rules or Haque Rules or Haque Rules or Haque Visby Rules or COSSA or COSSA (156) or COSMA) to the Bill of Lading and the provision of the Haque Rules or Haque Visby Rules or COSSA or COSSA (156) or COSMA If this Bill of Lading subject to U.S. or Candand have respectively shall apply to the carriage of goods by influid materways and reference to carriage to specify the CoSSA or COSSA (156) or COSMA (156) and the Lading Subject to U.S. or Commanda have respectively shall apply to the carriage of goods by influid materways and reference to carriage to sea and such Rules shall be deemed to include reference to inland waterways, if and to the extent that the provision of the Hart Act of the USA 138 abouted between the Computative Rule Commanda (156) and the Comm

period prior to loading on or after discharge from the vessel the Carrier's responsioning and the property of Clause
6.3 below, but if such provisions are found to be inapplicable or invalid such responsibility shall be subject to COGSA.
6.12 The Carrier shall be entitled to just no thing in this little clading shall operant to deprive or limit such entitlement) the full benefit and rights to all limitations of and exclusion from liability and all rights conferred or authorised by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing also any law, statute or regulation available to

the Owner of the vessel(s) on which the Goods are carried. 6.2 PORT TO PORT SHIPMENT

6.2 PORT TO PORT SHIPMENT
The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during
discharge from the vessel and the Carrier shall not be liable for any loss or damage whatoover in respect of the Goods or for an
other matter arising during any other part of the Carriage even though Churges for the whole Carriage have been charged by the
Carrier. The Mer chant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transpot
storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the
vessel without responsibility for any act or omission whatoover on the part of the Carrier or others and the Carrier may as such

vessel without responsibility for any act or emission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less forwands the nath te terms in this Bill of Lading, 16 a COMBINIO TRANSPORT Sax as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below. 3.3.1 Where the stage of Carriage where the loss or damage occurred cannot be proved. 6.3.1.1 The Carrier shall be entitled to rely upon all exclusions from liability upder the Rules or legislation that would have been applied under Clause 5.1.1 above hat the loss of damage occurred at sea or, if there was no carriage by eas, under the Hugue Rules

applied under Clause 6.1.1 above had the loss or diamage occurred at see or, if there was no arriage by yea, under the Hague Rules or OCOSA or OCOSA (US) (US) OCOMONA I This Bill of Laufigs is subject to U.S. or Cannial have respectively.
6.3.1.2 Where under Clause 6.3.1.3 above, the Carrier's not liable in respect of some of the factors causing the loss or damage, be shall only be liable to the extent that those factors for which he is laish leave contribute to the loss or damage, be shall only be liable to the extent that those factors for which he is laish leave contribute to the loss or damage, be shall only be liable to the extent that those shall not be shall only be liable to the contribute of the shall only be liable to the loss of damage, be shall only be liable to the loss of the loss or the legal-voltage of the shall only be liable to the contribute of the loss of the shall only be liable to the loss of the loss of the shall only be liable to the loss of the loss o

page of the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage whe the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make south international convention or national law applicable, 6.3.2.2 with respect to the transportation in the London States of America or in Canado to the Port of Diochrage, the responsibility of the Carrier shall be limited to procure transportation by carriers (and or more) and such

transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligations under their contracts and tariffs.

ASON.

6.3.3 GENERAL PROVISIONS

6.3.3 CHEMAL PROVISIONS

6.3.3 CHEMAL PROVISIONS

6.3.3 CHEMAL PROVISIONS

6.3.4 CHEMAL PROVISIONS

6.3.4 CHEMAL PROVISIONS

6.3.5 CHEMAL PROVISIONS

6.3.5 CHEMAL PROVISIONS

6.3.5 CHEMAL PROVISIONS

6.3.6 CHEMAL PROVISIONS

6.3.6 CHEMAL PROVISIONS

6.3.7 CHEMAL PROVISIONS

6.3.7 CHEMAL PROVISIONS

6.3.8 CHEMAL PROVISIONS

6.3.8 CHEMAL PROVISIONS

6.3.9 CHEMAL

without any liability whatsoever of the Carriers.

3.3.4 Ad Valoriers Declared Value of Package or Shipping Unit
The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon
delivery to the Carrier of the Goods for shippenent, such higher value being inserted on the front of this filli of Lading in the space
provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declar
value, the value shift nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the
declared value and any partial loss or diamage shall be adjusted prior also on the basis of such declared value.
6.3.3 Definition of Package or Shipping Unit.
6.3.4 Definition of seakage or Shipping unit.

Where a Container is used to conscilate is used to conscilate is suffered by the Container is suffered by the Container is used to conscilate in Suffered in Suffe

6.3.3.6 Rust. et

6.3.5 Rust, etc.

It is agreed that superficial rust, oxidation 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 or the like did not exist on receipt.
6.3.3 Notice of loss or Damage

The Carrier shall be deemed prima facte to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods industing the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to full database hashed of which his Bill of Jading or the Bill of Jading or it the loss of damage is out anough with these connection destor the person entitled to representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this fill of Lading, or, the loss or damages is not appeared, within three consecutive days the reaffer and the parties hereby agree that failure to give notice as aforesald shall discharge the Carrier absolutely of all liability what loever.

(a) The Carrier shall be discharged of all liability in so far as it relates to sea carriage unless suit is brought in the proper forum and written notice thereof received by the Carrier within twelve months after delivery of the Goods or the date when the Goods shoult have been delivered subject always 10 Caince 8.3.3 allows.

(b) In all other situations not incurred or related to during sea carriage, the Carrier shall in any event be discharged of all liability nless suit is brought within 9 months of the date of the event giving rise to the claim
. MERCHANT'S RESPONSIBILITY

7. MEGNANT'S RESPONSIBILITY

13. The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

12. The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall been and pay all duties, tases, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or numificent marking, numbering or addressing of the Goods or any other shipper/Merchant related faul or

cours.

3 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

7.4 No Goods which are or may become dangerous, inflammable or diamaging or which are or may become label to damage any property or person whatsover shall be tendeded to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outsides so as to indicate the nature and character of any such articles and so as to ongrive with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written connert and marking or if in the opinion of the Carrier the articles are or are label to become of a dangerous, inflammable or damaging parture, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudic to the Carriaer's right to Charges and on an indemity for any costs, isoses, openess or fines.

7.3 The Merchant shall be liable for the loss, damage, contamination, soling, detention or demurrage before, during and after the Carriage of property (including), but not limited to containers) of the Carrier or any person or vessel (other than the Merchant is otherwise responsible.

responsible.

7.5 The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, daim, liability or expenditure arising from any breach of the provisions of this Clause 7 or from any cause in connection with the Goods for Carrier is not responsible or the consequences of which the Carriers' responsibility is excluded by these conditions.

6. ONTANEES

8. CONTANNES

8. CONTANNES

8.1 Conds may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

8.2 The terms of this Bill of Lading shall gowen the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplies before or after the Goods are received by the Carrier or delivered to the Merchant.

8.3 If a Container has been stuffed by or on behalf of the Merchant.

8.3 If a Container has been stuffed by or on behalf of the Merchant.

8.3 If the Carrier shall on be halfed for boo of or damage to the Goods in any victoruntances whatsoere.

8.3 Life Merchant shall defend, indeemily and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoere raining from the matters covered by (a) allows.

8.4 Where the Carrier is instructed to provide a Container, in the altenance of a witten request to the contrary, the Carrier is not under an obligation to provide a Container of any particular layer or vaulity.

8.5 Merchant undertakets to return containers to carrier within the time provided for in Carrier's applicable tariff, otherwise Merchant shall are Carrier for the demance or desertion their containers.

Merchant shall pay Carrier for the demanage or detention charge applicable to the containers.

8.6 if Carrier receives the goods already packed into containers. This Bill of Lading is prima facile evidence of the receipt of the particular number of Containers ex forth. The Carrier accepts on responsibility with the respect to the order and condition of contents of the Containers set forth. The Carrier accepts on responsibility with the respect to the order and condition of contents of the containers and Merchant shall indemnify the Carrier against any injury, loss, damage, liability or expense incur the Carrier that is caused by:

the Carrier that is caused by:

8.6.1 the manner in which the container has been filled, packed, stuffed or loaded; or

8.6.2 the unsultability of the contents for carriage in containers; or

8.6.3 the unsultability or delective condition of the container which would have been apparent upon reasonable inspection by the
Merchant at or prior to the time the container was filled, packed, stuffed or loaded.

9. TEMPERATURE CONTROLLED CARGO

9. TEMPERATURE CONTROLLED CARGO

9. THE MERCHANT undertakes not to tender for transportation any Goods which require temperature control without previously
giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant
or a person acting on his behalf) of the rature and particular temperature range to be maintained and in the case of a temperature
controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled,
that the Goods have been promptly et Merchant

controlled Container stuffed by or on behalf of the Merchanf further undertakes that the Container has been properly pre-coole that the Goods have been properly still by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be lift or any loss of or damage to the Goods caused by such non-compliance.

9.2 The Carrier shall not be liable for any loss of or damage to the Goods around provided that the Carrier shall not be lift of the Container shall not be liable for any loss of or damage to the Goods around provided that the Carrier shall not be liable for any loss of or damage to the Goods around the Container shall not be liable for any loss of or damage to the Goods around the Container provided that the Carrier shall befor at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state. 10. INSPECTION OF GOODS

10. INSPECTION OF GOODS
The Currier or any ports on authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.
11. If at any time the Curriage is or is linky to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenever and however arining (whether or not the Curriage has commerced) the Curriage has commerced) the Curriage has commerced the Curriage.

11.1.1 without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or an oart of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the resp of the Carrier in respect of such Goods shall cease;

us us\_astume us regress of such rocords shall cease;

1.1.2 without prejudice to the Carrier's right subsequently to abandon the Carriage under (a) above continue the Carriage. In any
event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs
resulting from the above-mentioned

11.2 The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendation given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

11.3 The Carrier does not undertake that the goods shall arrive at any place, at any particular time or for any particular ma

purpose.

1.1.4 in the event of force majeure, the contract shall remain in force, the carriers' obligation shall however be suspined as at the force majeure situation lasts. A force majeure is may and all circincumstance within the carriers could not reasonably prevent and the consequences of which he could not avoid.

12. METHODS AND ROUTE OF TRANSPORTATION.

circumstances which the Carrier soul on for resonably prevent and the consequences of which no could not alwood.

2.1.2. The Incides AN DOUTLOF TRANS/CHATAINON

2.2.1. The Carrier may at any time and without notice to the Merchant: Use any mans of transport or storage whatboever; load or carry the Goods or may vesed whether manded on the front hereof or not, transfer the Goods fron one conveyance to another including transhipping or carrying the same on another vessel than their harmed on the front hereof or by any other means of transport whatsbeer; at any place used and remove Goods which have been stuffed in or on a Continer and forward the same in any manner whatsoever; proceed at any speed and by any route in the discirection (whether or not the nearest or most direct or customary or adverted route) and proceed to or stay at any pasce whatsoever once or more often and may order; load or unload the Goods from any conveyance at any place (whether or not the place heathsoever once or more often and may order; load or unload the Goods from any conveyance at any place (whether or not the place removes the control of the control

where or not connected with the deemed to be within the contractual Carriage and half not be advisition of whatsoers rature or degree rature or degree. 12.3 The Carrier shall be entitled but under no obligation to depart from the Merchant's instructions in any respect if in the sole opinion of the Carrier than 10 per contract to do so in the Merchant's interest and the Carrier shall not thereby incur any addit in liability whatsoers. The Merchant shall pay any additional costs resulting from the abovementioned circumstances.

13.1 Goods of any description whether containerized or not may be stowed on or under deck at the Carrier's sole discretion and without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree subject to Clause 13.2

6.2.3 Where neither Clause 6.3.21 nor Clause 6.3.22 above applies, any liability of the Carrier shall be determined by Clause 6.3.1 above.

6.3.3 GENERAL PROVISIONS
6.3.3 EMERIAL PROVISIONS
6.3.3 Liberature of Li 14. DELIVERY OF GOODS

14. DELIVERY OF GOODS

If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof shore, affolds, in the open or, under cover at the sole risk and oppense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the lability of the Carrier in respect of the Goods or that part thereof shall cease.

15. BOHTH-OLAMOR COLLISION

vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the nor If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object with the more charging vessel or object with the work of, charterer or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnity and hold harmless the carrier against all claims by or binality to (and any expense arising thereform) any vessel or object or the owner or private or object, the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner or charterer or person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object responsibly of the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object responsibly of the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object responsibly of the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object responsibly of the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object recovered by 16. GENERAL AVERAGE

16. GENERAL AVERAGE
16. The Curier impressed pectage General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporate herein and the option of the Carrier and Control of the Carrier in the Control of the Carrier in the Control of the Carrier in Carr

aired by the Carrier in this connection

16.3 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due or by the Merchant.

to dily live livectants.

17. CNARGES.

17. CNARGES.

17. CNARGES.

18. CNARGES.

18.

person immediately when due.
12.5 an interest charge of 2% jer month shall be levied on all invoices/charges remaining unpaid more than 30 days from due date
12.5 in the event the Carrier has to commence legal proceedings for recovery of their payment for invoices/charges, the Merchant
or cuttomer shall be liable to pay legal costs on a full indemnity/solicitor and one ilent basis.

18. LIB.

The Carrier shall have a particular and general lien on any and all Goods and documents belonging to the Merchant or shipped by or constrol to him in the possession, custody or control of the Carrier's or its agents for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to witnowsever due and for the costs of recovering the same and if the lien be not staffed within 28 days of a notice in writing by the Carrier to the Merchant the Carrier shall have the right to dispose or sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant, and at the sele discretion of the Carrier. For the evolution of doods, in the event that the proceeds of sale are insufficient to satisfy all sums due to the Carrier, the Carrier shall be entitled to recover from the Merchant all sums with remain outstanding. All lies of the Carrier shall be considered as secured and the Carrier shall be

19. VARIATION OF THE CONTRACT No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the

Carrier so to waive or vany.

20 PARTIAL (NVALIDITY

If any provision in this till of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agenc
body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not
faceted thereby and its Bill of Lading contract shall be carried on as if such invalid or unenforceable provision seve not co

21. NON-SUBROGATION

L. NUN-DURKULATION

The Merchant hereby agrees that he shall insure the goods and keep the goods insured for the total period of the carriage and delivery under this fall of Lading and covenants that such insurance shall contain a non-subrogation clause/waver of subrogation. In the event the shipper/Merchant falls to do so, he hereby specifically waives for himself and for his heirs, successor, and subrogees any and all rights of claim against the Carrier arising out of the carriage and delivery of good under this Bill of Lading.

22. DISPOSAI.

The Carrier shall be entitled but under no obligation, at the expense of the Merchant payable on demand and without any liability on the part of the Carrier to the Merchant, to sell or dispose, upon giving 21 days notice in writing to the Merchant at the last band address, of Goods which have pessed possible or the Carrier to the Merchant at the last band address, of Goods which in the sole opinion of the Carrier cannot be delivered as instructed or without notice to the Merchant of goods which have perithed, deteriorated or altered or which has caused or may cause los or damage to any person or property to contravene any applicable laws or regulations and such disposal shall be without prejudice to any claims the Carrier may have against the Merchant or

2.5 NOTICE.

Notice may be effected by service by post, telefax or electronic mail and shall be conclusively deemed to have been received on the third day following the day on which it was posted, faxed or electronic mailed to the last known postal address, telefax number or electronic mail address of the recipient intended.

24. ABRIAN NOTICE

15 while the responsibility of the Merchant to contact the carrier regarding time of arrival of goods. The carrier is not obliged to

A ARRIVAL NOTICE shall be the responsibility of the Merchant to contact the carrier regarding time of arrival of goods. The carrier is not obliged to we notice of the arrival of the goods and no responsibility whatsoever shall attach to the carrier or his agents for not giving such

The Carrier shall have the option of charging by value, weight or measurement.

27. DANGEROUS OR HAZARDOUS GOODS

offeatif of the Merchant
2.7.2. ANACRENUS CHAZABOUS GOODS
27.1 When the Merchant delivers the goods of a Dangerous or hazardous nature to the carrier, he shall inform in writing of the exact
anture of the danger and indicate, if necessary, the presuntions to be taken. Such goods shall be distinctly marked outside so as to
indicate the nature thereof and so as to comply with any requirements of any applicable regulations including regulations contained
in any relevant applicable international treaty of convention.
27.2 The Merchant only shall be liable in respect of compliance to all requirements as to dangerous goods as repects notice,
27.2 The Merchant only shall be liable in respect of compliance to all requirements as to dangerous goods as repects notice,
27.2 The Merchant only shall be liable in respect of compliance to all requirements as to dangerous goods as repects notice,
because the state of the shall be sh

at the Merchant's Risk and liability. The carrier shall have the right to jettion and destroy any such goods on deck, such on-deck stowage will ent the Merchant's Risk and liability. The carrier shall have the right to jettion and destroy any such goods if their conditions presented to life or property at any time.

28. EXCLUSION OF THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT The parties hereby agree that the provisions of the contracts (Rights of Third Parties), at are specifically excluded from this Bill of Lading Contract.

29. CLAIMS.

MS
Inces and limits of liability provided for in these terms and conditions shall apply in any action against the carrier for losts to apply the artists he founded in contract or in tort.