1. <u>Definitions.</u> In this Bill of Lading, and except as otherwise expressly provided: (a) "Canier" means and includes the ocean carrier named on the face side hereof, the Vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, and any substitute carrier, whether the owner, operator, charterer or Master shall be acting as carrier or balles, and their respective agents, officers and employees. (b) "Vessel" means and includes the ocean vessel on which the Goods are shipped named on the face hereof, any substitute vessel, and any feeder vessel, ferry, barge, lighter or any other watercraft used in the

performance of this contract: (c) "Merchart means and includes the shipper, consignee, receiver, holder of this bill of lading, the owner of the Goods, and the person or entity entitled to the possession of the Goods, and their respective agents, representatives and employees; can synone acting on behalf of any persons named herein (d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by Merchant hereunder, including demurage and deadfreight: (e) "Goods" means and includes the cargo received from the Merchant and described on the face side hereof and any Container not supplied by or on behalf of Zarris; meanstable tark the tarck or a unimizer.

vocus: means and includes the cargo received from the Merchant and described on the face side hereof and any container or to supplied by or on behalf of Carrier;
 (f) "Container of useplied by or on behalf of Carrier;
 (g) "Package" means the single largest unit of Goods (e.g., Container, pallet, box, bale, vehicle, etc.) tendered to Carrier for transport hereunder;
 (h) "Indiand Carrier" means any barge line, vessel, trucker, or railroad with custody of the Goods under this Bill of Lading, and their respective agents and subcontractors;
 (f) "On board" means and includes any constraints, vessel, trucker, or railroad with custody of the Goods under this Bill of Lading, and their respective agents and subcontractors;
 (f) "On board" means and includes all interests owning, operating or chartering the Vessel, any infland correvpance, terminal or warehouse, or otherwise performing services with respect to the Goods under this Bill of Lading, and includes all interests owning, operating or chartering the Vessel, any infland correvpance, terminal or warehouse, or otherwise performing services with respect to the Goods under this Bill of Lading, and includes all interests owning, operating or chartering the Vessel, any infland correvpance. Iterminal or warehouse, or otherwise performing services with respect to the Goods under this Bill of Lading, and includes all interests owning.
 (h) "Hague Rules' means the Carriage of Goods by See Act of the United States of America approved on 1(bill April 1936).
 (h) "Cood Armans the Carriage of Goods by See Act of the United States of America approved on 1(bill April 1936).

(I) "COGSA 16th April 1936. means the Carriage of Goods by Water Act 1936 of Canada.

16th April 1936. (m) 'COCWA' means the Carriage of Goods by Water Act 1936 of Canada. (<u>Lause Paramount.</u>) (e) This Bill of Lading shall have effect subject to the laws of the United States of America, and the provisions of COGSA which shall be deemed to be incorporated herein and the provisions of Which (except to a chernical part of the entire time the Goods are in the custody of Carrier, including the Inland Carrier, transfirment port, and terminal to talways prior to delivery. (b) Subject to sub-clause (a), if the place in which the Bill octing the rights and obligations of parties to a contract of sea carriage of goods. When to the setter that such place or port. The sub-clause (a), if the place in which the Bill octing the rights and obligations of parties to a contract of sea carriage of goods. Nen to the setter that such place or contract of sea carriage of goods. Nen to the setter that such place or port. Then this Bill of Lading shall be as set forth in clause 18 hereof. Such madatory law or the Hague Rules, which shall be deemed incorporated herein, but in all instances, the first sentence of Article 4 rule 5 and Article 9 thereof shall not and after discharge from the Vessel and throughout the entire time the Goods are in the custody of Carrier, including the Inland Carrier, transshipment port, and time the Goods are in the custody of Carrier, including the Inland Carrier, transshipment port, and the indischarge from the Vessel and throughout the entire time the Goods are in the custody of Carrier, including the Inland Carrier, transshipment port, and the subject to the Next Subject to the Heroin, shall govern before loading on an after discharge from the Vessel and throughout the entire time the Goods are in the custody of Carrier, including the Inland Carrier, transshipment port, and the Inland Carrier, the charge from the Vessel and throughout the entire time the Goods are in the custody of Carrier, including the Inland Carrier, the charge stant the torthere dusced to charge stand throughout t

of the Federal Court of Canada. Notice of Loss/Time Bar. Unless notice of Loss or damage and the general nature of such loss or damage be given in writing t Unless notice of loss or damage and the general nature of such loss or damage be given in writing t Carrier or its agents at the port of discharge or the place of delivery, as the case may be before or at th time of removal of the Goods into the custody of Merchant, such removal shall be prima facie evidence o the delivery by Carrier of the Goods as described in this Bill of Lading, Similarly, if the loss or damage is no apparent, then notice must be given within three (3) days of the delivery. In any event, Carrier shall delivery of the Goods or, in the case of non-delivery, the date when the Goods should have been delivered. 5. Tariff and Bonkinn blue

discharged from any lability, unless proceedings pursuant to Clause 3 are brought within one (1) year after delivery of the Goods or, in the case of non-delivery, the date when the Goods should have been delivered. 5. <u>Tartiff and Booking Note</u>. The Goods carried hereunder are subject to all the terms of Carrier's applicable tartiff(s) at the date of shipment and relevant Booking Note, which are hereby incorporated herein. Copies of the relevant the Books more shall preval over the tartiff(s). 6. <u>Method and Route of Transport</u> Carrier may at any time and whould note to the Metchanic (a) use any means of transport or sidrage whate one; (b) transfer the Books mouth notes to the Metchanic (a) use any means of transport or sidrage whate one; (b) transfer the Books mouth notes to the Metchanic (a) use any means of transport or sidrage whate one; (b) transfer the Books mouth notes to the Metchanic (a) use any means of transport or sidrage whate one; (b) transfer the Books mouth notes the motor that bacever in even though transfers for Govarding of the Goods may no other means of transport whatsoever (noticuling the port of leading herein provided for herming on the abuse the cores at the one of the dover the port of constraint of the Goods may no other means or transport one; (c) sail without pilots, proceed via any route, proceed to, return to and day at any port or piace whatsoever (noticuling the port of leading herein provided in any order in or out of the route or in a contrary direction to or beyond the port provided and with liberties as aforesaid to leave and then return to and discharge or the piace of delivery herein provided and with liberties as aforesaid to leave and then return to and discharge to repaic of divel dv, herein any coust, proceedsary or reasonable; (d) load and unicad the Goods at any port or piace whether or not any such port Is named on the face hered as the port of loading tronspre bunkers or as the Master any operiment or authority or having under the terms of the i

Anything done or not done in accordance with the provisions of this clause 6 and any delay arising

Anything done or not done in accordance with the provisions of this clause G and any delay arising therefrom shall be deemed to be within the contractual carriage and the scope of the intended voyage and shall not be a deviation. The start start of the adviation of the start of the scope of the intended voyage and shall not be a deviation. The start start start of the contract start of the scope of the intended voyage and shall not be a deviation. The start time, for any reason whatsoever and howsoever caused, whether or not existing or anticipated before the commencement of or during the voyage, the performance of any part of the vortace twidenced by this Bill of Lading educ, state, difficult, sately issue, or disadvantage to the Vessel of Code and and weakers. Carrier (whether or not the transport is commenced) may without rolice to Merchant trast the performance of Godes and taces and the codes and taces and the codes and taces and the codes shall care and the remaint of the risk and expense of the Merchant, or the Godes and taces and the Godes shall cares and the remaint on the risk and expense of the Merchant, or the Godes and taces and the Godes of shall cares and the codes shall remain at the risk and expense of the Merchant, or the Godes role and shall rolice and the relaxing or back of the event that the Carrier performance (Godes shall cares and the lemaint on back). In the event that the Carrier performs any extra services for the Godes or the length or duration of the voyage is increased over the content shall ave three and the carrier methy devised. The Godes can be added to a start and addition duration or the container to any part therefore. The Godes and Langes and the contents the real in eventheles be attired to the arrier on additional costs of carriage to and the content at any the addition duration or the container to any part of the maximum on the real maximum in the start any contents the any measures and the contrast are any thead or or any part or there any part and the content

accurs while such Container or equipment is in the possession or contractor engaged by or on behalf of Merchant.
9. Loading and Discharging.
Unless otherwise agreed prior to shipment, loading, discharging and delivery of the Goods shall be arranged by Carnier's Agent. Landing, storing and delivery shall be for Merchant's account. All general and bulk cargo shall be loaded, stowed, socured, lashed, trimmed (when necessary) and discharged at Merchant's nisk and expense. Notwithstanding any other provision in this contract of carniage, any lightering and use of caralit for loading or declarge to be for the account and vision of merchant's account. All general and use of caral for loading or declarge to be for the account and vision of merchant. Loading and discharging any to tool writes, presente the social of the Merchant. Loading and discharging to be than to arrange for lighter or caral as agent of the Merchant. Loading and discharging how working borns the beset to merchan and if required by Carrier collect and discharging how softwithstanding any custom of the port, and failing same Carrier shall be releved of any collegation for both working and the Vessel may leave the port, and failing same Carrier shall be releved of any collegation for outsite ordinary working outs no the both shall be deemed at true fulfilment of the contract. Merchant shall be accured and direct and the cost thereupon by Merchant. Carrier shall be at liberty to take such other action as may be permitted under this absolute discretion receive the Goods as ful art carrier for a law, all of which shall be deemed at true (fulfilment the cond the Goods as above. Carrier may in is absolute discretion receive the Goods as fulf carrier for a hold and carrier may in a subsolute discretion receive the Goods as law carrier law and the discretion receive the Goods as fulfilmen is and full container load and/or as break bulk cargo and/or deliver the Goods to merceive the Goods as fulfilment carrier may in its absolute discretion re

of the Container. Merchant shall accept its reasonable proportion of unidentified losse cargo. If any consignee has a shortage in the marks or numbers called for by this Bill of Lading, unclaimed Goods of like kind and quality, but of different marks or numbers, so in on marks nor numbers, shall at Carrier's option be deemed to constitute a part of the Goods and be accepted by Merchant as good delivery under this Bill of Lading. If the Goods are not claimed within thirty (30) desy, or whenever in Carrier's option the Goods and be observed to the decivery of the Goods at the solid science of Merchant.

Deck Cargo

10. <u>Deak Cargo</u>. (a) Coods of any description whether containerized or not may be slowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (b) below, such Coods whether carried on deck or under deck shall participate in General Average and such Coods (other than livestock) shall be deemed to be within the definition of Coods for the purposes of the Hague Rules or any legislation making such (such as COGSA or COCWA) to this Bill of Lading to be carried on deck or una SCOSA or COCWA) to the sill bill of Lading to be carried on deck or and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of una negligible and any autimative. The Neutral transitional fidential index and hold hares are not form any and hold harmites the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of such oost. such goods. 11. <u>Ne</u> Unless even

ds. Notification and Delivery, apressity set forth on this Bill of Lading, delivery of the total quantity shipped under this Bill of the made at a simile nort only. Any mention in this Bill of Lading of parties to be notified of the set of the made at a simile nort only.

whether nature arsing during carriage by sea or hind waterway whether caused by un-servorthness the Carrier against all and any extra cost incurred for any reason whatsoever. The Merchant shall defend, indemnity and hold harminess the Carrier against all and any extra cost incurred for any reason whatsoever. The Merchant shall defend, indemnity and hold harminess the Carrier against all and any extra cost incurred for any reason whatsoever. The Underg Carrier and Shall change of the Shall change of

of credit by Carrier to such freight forwarder or other person. 14. Let 14. L

egent and trustee for and on behalf of all persons described above, all of whom texterity. Lettifer is acting as the contract evidence by this Bill of Lading. 16. Subcontracting Granting and Inland Camer on sy subcontract on any terms the whole or any part of the transport. The subcontracting and inland Camer or other handling of the Goods undertaken by Camer. The Merchant fundertaken built or calinor or any essel down any person or vessel whatsoever, other than the Camer. Merchant shall not hold, or seek to hold, anyone other than the Camer, whether any agent or subcontractor, or any vessel downed or chartered by any of them, under any lability whatsoever to Merchant in connection with the Goods, and if any such claim or allegation should nevertheless be made Merchant is all indemnity Camer against all consequences thereof. Without prejucics to the foregoing, every such agent and Subcontractor shall have the benefit of all provisions, including every exemption, limitation, condition and liberty herein contained and every right, exemption fom liability, defines and immunity of whatever nature herein benefiting Camer as if such provisions were expressly for their benefit, and all available to them, and, in entering into this contract Camer, to the extent of such provisions. Goes so not only on its own behaff but also as agent and trustee for such agents and Subcontractors. The defenses, exomerations and limits of liability provided for in this Bill of Lading shall apply in any action against the Camer or other persons or vessel referred to in this Cause, whether the action be founded up contractor. The defenses and immunity of Camer or other persons or vessel referred to in this Cause.

exonerations and limits of lability provided for in this Bill of Lading shall apply in any action against the Carrier or other persons or vessel referred to in this Clause, whether the action be founded upon contract, bailment or in tort. **7**. **Detay** Carrier shall not be liable for any direct, indirect, consequential or special damages, or for any other loss sustained through delay of the Goods. If Carrier shall nonetheless be held legally liable for any such damages or loss, such liability shall in no event exceed the freight paid for the transport of the Goods to thereupedr. Camer is found lable for delay, liability shall be limited to the freight applicable to the trongoing, if the Camer is found lable for delay, liability shall be limited to the freight applicable to the Goods in a mount exceeding U.S. Stol. or in all other cases to GBP 100 sterling (which shall not be based on the goid value), per Package (or for Goods not shipped in Packages, per customary freight unit), where head an amount exceeding U.S. Stol. or tain's is lability shall be limited to the store of the Goods in a mount has been declared in writing by Merchant before receipt of the Goods by Carrier and inserted on the face of this Bill of Lading and extra the Goods in a mount exceeding U.S. Stol. or carrier's liability shall not keeds were have liable for user or damage to less than all the Goods). If the actual value of the Goods have the liable to pay any compensation. Nothing contained in this Bill of Lading shall deprive the Vessel. Shipowner or Carrier of the milt liability user any Convertion or Act pertaining to limitation of liability. It aspered by the Merchant that the Carrier. Company, Inland Carrier, and all agents and Subcontractors qualify as person entitled to the label to any stuttory exemption to limitation of liability. The stuttes or regulations of any country. The Carrier shall have the benefit of any stuttes or regulations and the liability and the stutes or regulations of any countr the suppying of a Container to the Merchant, whether before or after the Goods are received by Carrier or Inland Carrier for transport or delivery thereof to Merchant. All of the Persons coming within the definition of Merchant in Clause 1(0) shall be jointly and severally lable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading, and remain so liable throughout Carriage notwithstanding their having transferred this Bill of Lading, and/or title to the Goods to any third party. Such charges and sums due to the Carrier.

19. <u>Interpretationally unase in commercial concernance in the second second</u>

 20.
 Terminal Clause

 Otherwise than as provided for in this Bill of Lading, Carrier accepts no responsibility whatsoever in relation to the Goods stored at any terminal, or other yards or warehouses, and during the whole period of such storage the Goods remain at the risk and expense of Merchant. The Carrier is not to be lable whatsoever if heat, refrigeration or other temperature control facilities, or power there for; shall not be lable whatsoever if heat, refrigeration or other temperature control facilities, or power there for; shall not be lable whatsoever if heat, refrigeration or other temperature control facilities, or power there for; shall not be furnished during spreed and to remain in force notwithstanding any local legislation.

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 14.
 Corrier is not special what any the saving Vessel is owned or the Coods. General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be carrier.

 14.
 Corrier is a value and shall pay saving and special charges incomed to strangers. All Goods (including utilized and deck cargo and live animals) shall contribute and vareage contribution due to Merchant. By receiving the Goods, Merchant shall personally be liable in respect of the contribution due to Merchant. By receiving the Goods after receipt by Merchant of the Goods of Carrier sinter

# Both-to-Blame Collision Clause.

22 Both-to-Blame Collision Clause. 124 If the Vessel comes into collision with another Vessel as a result of the negligence of the other Vessel, and any act of negligence or default of the Master, mariner, pilot or the servants of Carrier in the margagines tor in the margagenet of the Vessel. Merchant will indemnify Carrier against all loss or ilability to the other or non-carrying Vessel or her owners insofar as such loss or liability represents loss of or damage to or any claim visitascever of the owner of the Goods paid or payable by the other or non-carrying Vessel or her Owner to the owner of the Goods and set off, recouped or recovered by the other or non-carrying Vessel or her Owner to the owner, operator or those in charge of any vessel or vessels or objects other than or in addition to the colliding vessels or objects are at fault in respect of a collision or contact, and is to remain in effect in other jurisdictons even if unenforceable in the United States.

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23. <u>Waranty</u> The Merchant warants that in agreeing to the terms and conditions hereof, it is or has the authority of the person owning or entitled to the possession of the Gods and any original of this Bill of Lading. 4. <u>Godd Perishable nature</u> If fresh fulls, vegetables, meats or any goods or articles of a perishable nature shall at any stage become decayed, injurious or offensive, or be condenned, discharged or ordered destroyed by any health or other authorities, such Godss may be refused loading, jettisoned, or discharged without notice, either before or alter arriva, indivistanting any diager to such Gods of freezing, heating or being affected by other weather or temperature conditions, and without any tability to the Carrier. Merchant to indennify, defend and hold Carrier harmless from any fines, expenses, charges, penselles or fees that Carrier may have to 25. <u>Packing and Description of earno, Forbidding of Nancolic drups and other Illegal Substances</u> The Merchant Hall be deemed to have guaranted the Carrier the accuracy, at the time the Gods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furtherant remain the only and solely responsible person before the local and/or federal government or other authorities for the nature and/or contents and its proper, definite and accurates is licit and is not narcotic drugs and/or any other illegal substances according to the laws of counties of regin, and should be place that lenge and expenses arising or resulting from inaccuracies or inadequacy of such responsible by him, and the Merchant ensol and reckek that all cargo, including its parts or contents, is licit and is not narcotic drugs and/or any other illegal substances according to the laws of counties of rain, responsible by beiltic material rains in the mether decargor inductions to the appropriate and/or federal government or date is an enforcement agency advanced notifications to the relevant authorities such notification were in

and expenses associated with vessel cearsy and regar rear to the determining the control of the second seco

condition set out herein, the Merchant shall be liable for any detention, loss or expense arising there from. 27. <u>ISPS Code</u> The Merchant must comply with the provisions of the ISPS Code. If the Carrier is found liable by any State Authority or any other third party in violation of the ISPS Code requirements, the Merchant will indemnify, defend and hold Carrier harmless, including payment of reasonable legal fees, for any damages resulting from the Merchant failing to so comply, including compensation for any delays to the Vessel. The Merchant undertakes to pay to the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the Port facility or any relevant authority in accordance with the ISPS Code in relation to the Goovers. The Carrier and Vessel may deviate to a different port and to there discharge the Goover if the Goversment or authorities at the port of discharge have increased their level of security according to the ISPS Code after the Goods have been loaded aboard the Vessel.

<u>Alteration</u>.
 No agent, officer or employee of Carrier shall have authority to waive or vary any provision of this Bill of Lading unless in writing and expressly authorized or ratified in writing by Carrier.