

Received for shipment in apparent good order and condition, unless otherwise noted herein, the number containers or other packages or pieces listed in Part I said by the shipper to hold the goods described in Part II. Unless otherwise specified the container(s) covered by this bill of lading are the property of the Carrier and are to be returned to the Carrier. Said Carrier agrees to carry the shipment subject to all the terms and conditions of this bill of lading and the complete provision of any Freight Tariff which may be applicable from the port of loading named herein to the port of discharge, or to near thereto as the vessel can get, and leave always in safety and afloat, and there make delivery to consignee, on-carrier, or other person entitled to receive the shipment. If this is a through Bill of Lading, the Carrier will, acting only as Shipper's AGENT, arrange for transportation of the shipment from the place of origin to the port of loading by inland or other initial carrier(s). From the time the shipment is received by any inland or other initial carrier until it is delivered into the custody of the Carrier at the port of loading, the shipment will be governed solely by and be subject to the terms and conditions of the applicable tariffs and bill of lading, consignment note or other freight document of such inland, initial, intermediate or delivering carrier. However, this Carrier guarantees the Performance of the obligation of such other carriers under their freight documents. The liability of the Carriers as carrier shall commence when the shipment is delivered into its exclusive custody at the port of loading and shall end when the goods are delivered at the port of discharge. In issuing this bill of lading the said Carrier agrees to assume responsibility for the transportation of property only over its own ocean route and acts only as Shipper's agent with respect to the segments of the through route before and beyond its own line. The Carrier will not be liable for any loss, damage, expense or delay not occurring on its own segment of the through route. Where destination is beyond port of discharge, trans-shipment to on-carrier shall be effected in accordance with Clause II of this bill of lading. The Carrier shall hold for the benefit of the Shipper, Consignee or holder of the bill of lading all bills of lading, way bills, consignment notes, receipts or other documents issued by initial carriers, on-carriers or other custodians. The receipt, custody, carriage, delivery and trans-shipment of the shipment are subject to the terms, conditions and limitations appearing on the face and back hereof which shall govern the relations, whatsoever they may be, between the Shipper, Consignee or holder hereof, and the Carrier, the master or ship in every contingency whatsoever, and whether the Carrier be acting as agent, carrier or bailee, and also in the event of or during deviation or of conversion of the goods. The terms hereof cannot be waived except by written notice signed by an authorized agent of the Carrier.

- This bill of lading shall have effect subject to the provisions of the Carriage of Goods By Sea Act of the United States of America, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or limitations or an increase of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before the shipment is loaded on and after it is discharged from the vessel and throughout the entire time the goods are in the exclusive custody of the Carrier. If this bill of lading is issued in a locality where there is in force a Carriage of Goods by Sea Act Ordinance or Statute of a nature similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels August 25, 1924, it is subject to the provisions stated in such Act, Ordinance or Statute and rules thereto annexed which may be in effect where this bill of lading is issued.

(a) The Carrier shall be entitled to the full benefit of, and right to, all limitations of, or exemption from, liability authorized by any provisions of Sections 4281 to 4286, inclusive of the Revised Statutes of the United States and amendments thereto and of any other provisions of the law of the United States or of any other country whose laws shall apply. The terms of this bill of lading constitute the contract of carriage, which is between the Shipper, Consignee and owner of the goods, and the owner or demise charterer of the vessel designated to carry the shipment. It is understood and agreed that other than the said shipowner or demise charterer, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, all agents, employees, representatives, and all stevedores, watchmen and other independent contractors whatsoever) is, or shall be deemed to be liable with respect to goods as carrier, bailee or otherwise whatsoever, in contract or in tort. If, however, it shall be adjudged that any other than said shipowner or demise charterer is carrier or bailee of the goods or under any responsibility with respect thereto, all limitations of and exoneration from liability provided by law or by the terms hereof shall be available to such other. In contracting for the foregoing exemptions, limitations and exoneration from liability the Carrier is acting as agent and trustee for the other above mentioned.
- In this bill of lading the word "vessel" shall include any substituted vessel and any other means of conveyance owned, chartered or operated by the Carrier and used in the performance of this contract; the word "Carrier" with Capital "C" shall include the Carrier named on the front side hereof, the vessel, her owner, demise charterer, if bound hereby, the time charterer, and any substituted ocean carrier, whether the owner or charterer shall be acting as a carrier or bailee. "Shipper" shall include the party for whose account the goods are shipped as well as the party named as such in this bill of lading; the word "Consignee" shall include the holder of this bill of lading properly endorsed, and the receiver and/or owner of the goods; the word "charges" shall include freights and all expenses and money obligations incurred and payable by the owner of the goods, Shipper, Consignee or any of them; the words "risk and expense of the goods" shall mean also at the risk and expense of the Shipper, Consignee, holder or owner; the word "goods" shall include the contents of the container(s); the words "Government" and "Authorities" shall each include the United Nations or any similar international organizations and also persons purporting to exercise control of a governmental nature.
- The scope of the sea voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge named herein, or in a direction contrary thereto, or return to the original port, or depart from the direct and customary route and include all canals, straits and other waters. The vessel may call at any port for the purpose of the current voyage, or of a prior or subsequent voyage. The vessel may omit calling at any port whether scheduled or not, and may call at the same port more than once, may discharge the Goods during the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the Goods on board, and before or after proceeding towards the port of discharge, adjust compasses, drydock with or without cargo on board, stop for repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, lie on bottom, ground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, war-like stores, hazardous cargo, and sail armed or unarmed, and with or without convoy. The Carrier's sailing schedules are subject to change without notice, both as to sailing date and date of arrival. If this is a Through Bill of Lading, no carrier is bound to transport the shipment by any particular train, truck, aircraft or vessel, or in time for any particular market or otherwise other than with reasonable dispatch, no carrier shall be liable for delay and any Carrier shall have the right to forward the Goods by substitute carrier.
- In any situation whatsoever and wheresoever occurring and whether anticipated before commencement of or during the voyage, which in the judgement of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the vessel or any part of her cargo, to make it unsafe, imprudent or unlawful for any reason to receive, keep or load the goods, or commence or proceed on or continue the voyage, or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge in such port, or to give rise to delay or difficulty in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep or load the goods or may deviate from the usual or intended route, or may proceed to a port of discharge, or may require the Shipper, or persons entitled thereto, to take delivery of the goods at the port of shipment and upon failure to do so, may warehouse the goods at the risk and expense of the goods, or the vessel, whether or not proceeding toward or entering or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment, may discharge the goods and/or deviate from the contents of any container(s) at another port, in depot, lighter, craft, or other place, or may forward or trans-ship them as provided in this bill of lading (Clause 11), or the Carrier or the Master may retain the goods, named or unnamed, on board until the return of the vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such deviancy or of discharge of the goods or of the forwarding thereof as herein provided. When the goods are discharged from the ship, as herein provided, they shall be at their risk and expense, such discharging shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility, unless it be shown that any loss or damage to the goods arose from the Carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the owner of the goods. For any service rendered to the goods as hereinabove provided or for any delay or expense to the vessel caused as a result thereof, the Carrier shall be entitled to a reasonable extra compensation, and shall have lien on the goods for such charge. Notice of disposition of the goods shall be mailed to Shipper or Consignee. Goods shut out from the vessel named herein for any cause may be forwarded on a subsequent vessel of this line or, at Carrier's option, on a substitute vessel of another line.
- The Carrier Master and vessel shall have liberty to comply with any directions given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or by any committee or person having, under the terms of War Risk Insurance on the vessel, the right to give such orders or directions. Delivery or other disposition of the goods in accordance with such orders shall be a fulfillment of the contract voyage.
- The Carrier shall not be responsible for the safe and proper stowing of goods in containers, if such containers are loaded with goods by the shipper, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the shipper, consolidator or inland carrier shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The Shipper, consolidator or inland carrier shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. The Carrier will not be liable in any event for the particulars furnished by shipper shown in Part II on the face of this bill of lading. This bill of lading is a receipt only for the number of containers or packages or pieces as shown in the Carrier's description in Part I on the face of this bill of lading.
- Goods may be stored in containers. Container(s) may be stowed on deck (unless this bill of lading is clause'd "stow under deck" on the face thereof) and when so stowed shall be deemed for all purposes to be stowed under deck. Special container(s) or cargo space with refrigeration or heating units shall not be furnished unless contracted for in writing at time of booking and freight is charged on the basis of the rates for cargo requiring such special container(s) or space as provided in the tariff. Shipper shall advise Carrier of required temperature range when delivering goods to the Carrier and Carrier shall exercise due diligence to maintain required range while the containers are in its custody and control. The Carrier does not warrant refrigerating or heating machinery of containers and shall not be responsible for its operation or maintenance except while the containers are in its actual custody and control, at which time the Carrier shall exercise reasonable care in operation or maintenance of such machinery.
- Deck cargo (except containers carried on deck) and live animals are received and carried solely at Shipper's and Consignee's risk (including accident or mortality of animals), and the Carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Subsection 2(a) to (p) inclusive of the United States Carriage of Goods by Sea Act, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the promises being waived, and the burden of proving liability being in all respects upon the Shipper or Consignee. Except as provided above such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.
- If the ship comes into collision with another ship as the result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other, or non-carrying ship or her owners, in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying vessel or her owners, as part of their claim against the carrying vessel or Carrier.
- General average shall be adjusted, stated and settled according to York Antwerp Rules 1950, except Rule XXII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for in these Rules, according to the laws and usage at the port of New York. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of goods. In the event of accident, danger, damage or disaster, before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the Shipper and the Consignee shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a general average nature that may be made, or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such a salvaging ship belonged to strangers. Cargo's contribution to general average shall be paid to the owners even when such average is the result of fault, neglect or error of the Master, pilot or crew. The Shippers and Consignees expressly renounce any and all codes, statutes, laws or regulations which might otherwise apply.
- Whenever the Carrier or Master may deem it advisable, or in any case where goods are received for shipment at an inland place or at a port where the ship will not call, or where the goods are destined for port(s) or place(s) at which the ship will not call, and particularly but not exclusively, where the Place of Receipt for Shipment and the Port of Loading or where the Port of Discharge from the ship and Destination of the goods named on the face hereof are not the same, the Carrier may without Notice, forward the whole or any part of the shipment, before or after loading at the original Port of Shipment, or any other place or place, even though outside the scope of the voyage or the route to or beyond the Port of Discharge or the destination of the goods, by water, by land or by sea or by any combination thereof, whether operated by the Carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the shipment. The Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. In all cases where the shipment is delivered to another carrier, or to a Lighter, Port Authority, Warehouseman, or other Bailee for trans-shipment the liability of this Carrier shall absolutely cease when the goods are out of its exclusive possession and shall not resume until the goods again come into its exclusive possession, and the responsibility of this Carrier during any such period shall be that of an agent of the Shipper and/or Consignee, and this Carrier shall be without any other responsibility whatsoever. The carriage by any trans-shipment or on-carrier and all trans-shipment or forwarding shall be subject to all the terms whatsoever in the regular form bill of lading, consignment note, contract or other shipping document used at the time by such carrier, whether issued for the container(s) and/or goods, or not, and even though such terms and conditions may be less favorable to the Shipper or Consignee than the terms and conditions of this bill of lading, and may contain more stringent requirements as to Notice of Claim or commencement of suit and may exempt the on-carrier from the place where the goods are received for shipment to the Port of Loading, or for on-carriage from the Port of Discharge from Ship to Destination, over the rate prevailing at the time of the engagement evidenced by this bill of lading, which latter rate has been used in computing the freight charges on this shipment, shall be a charge and lien upon the goods.
- The Carrier's responsibility for the goods shall not commence until the goods are safely secured to the vessel's loading gear at the port of loading, unless the Carrier has prior thereto issued a receipt for the goods and/or container(s). Immediately upon arrival of the ship at the Port of Discharge, the Carrier may, without giving notice either of arrival or discharge, deliver the container(s) and/or goods onto any wharf, craft or place that the Carrier or Port Authorities may select, and continuously Sundays and Holidays included, in daytime or nighttime, no matter what the state of the weather or Custom of the port may be. All lighterage and use of craft in loading and discharging shall be at the risk and expense of the goods, unless otherwise specified herein. It is agreed that delivery by the Carrier in any event shall take place upon discharge from vessel and that the responsibility of the Carrier in any capacity shall altogether cease when the goods have been discharged and possession is received or taken by Customs or other authorities, or by the operator or person of the goods, or by port authorities, or by the Carrier, unless it be shown that any loss or damage to the goods was caused by the Carrier's negligence in selecting the place of discharge and delivery the burden of establishing such negligence being on the Shipper or Consignee.
- The Carrier shall not be required to separate or deliver goods in accordance with brand, marks, numbers, size or types of packages as stated by the Shipper in his particulars (Part II hereof) but only to deliver total number of containers, packages or units shown in Carrier's description (Part I hereof). Carrier shall not be liable for mysterious disappearance or thefts of goods unless shown to be due to Carrier negligence and to have occurred while goods were in Carrier's sole custody and control. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost goods or repairing damaged goods.
- The Shipper, Consignee or cargo owner shall be liable for, indemnify the Carrier and vessel and hold them individually and severally harmless against, and the Carrier shall have a lien on the goods for all expenses for cooping, repairing, fumigating, repacking or reconditioning the goods, all expenses for repairing containers damaged while in the possession of shipper or consignee and demurrage on containers, or Shipper's or Consignee's failure to supply information or otherwise comply with all laws and regulations in connection with the goods or from any other act or omission of the Shipper or Consignee. The Carrier's lien shall survive delivery and may be enforced by private or public sale, and without notice.
- Since freight is calculated on the basis of particulars furnished by the Shipper, the Carrier may at any time inspect the contents of container(s) and examine the contents of the packages, weight, measure and value of the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, the Shipper, Consignee and goods shall be liable for all expense incurred for examining, weighing, measuring and valuing the goods. Full freight to destination shall be considered completely earned on shipment, whether the freight be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, vessel and/or goods lost or not lost or the voyage broken up or abandoned. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the United States, or, at Carrier's option, its equivalent in foreign currency. The said Carrier shall have a lien on the goods, which lien shall survive delivery for all freight and charges due under this bill of lading and under any contract preliminary hereto, including dead freight and demurrage, and for the cost of receiving such freight and demurrage, and for the cost of receiving such freight and charges and may enforce this lien by public or private sale and without notice. The Shipper, Consignee and owner of the goods shall be jointly and severally liable to the Carrier for the payment of all freight and charges and the performance of the obligation of each of them hereunder.
- Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to goods occurring at any time and even though before loading on or after discharge from the vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.
- In case of any loss or damage to or in connection with goods exceeding in actual value the equivalent of \$500 lawful money of the United States, per package or, in case of goods not shipped in packages, per shipping unit, the value of the goods shall be deemed to be \$500 per package, or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit pro rata in case of partial loss or damage, unless the nature of the goods and a valuation higher than \$500 per package or shipping unit shall have been declared in writing by the Shipper upon delivery to the Carrier and inserted in this bill of lading and extra charges paid. In such case if the actual value of the goods per package or per shipping unit shall exceed such declared value, the value shall nevertheless be deemed to be declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges.
- The Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery or in respect of any other breach of this contract, whether occurring before loading, on board or after discharge, unless suit is brought within one year after delivery of the shipment or the date when the shipment should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear. The Shipper, Consignee, holder hereof or owner of the goods and their assignees, subrogees or representatives shall file any and all claims directly with the Carrier or other party responsible for any loss, damage, injury, expense or delay, it being specifically agreed that this Carrier shall not be responsible for any loss, damage, injury, expense or delay not occurring on its own ocean route, nor while the goods are not in its actual custody and control. Upon written request the Carrier will furnish Shipper, Consignee, holder hereof or owner of the goods with original bills of lading, receipts, consignment notes or other documents being held for their benefit which may be required to file claim against any other carriers or parties.
- Any bookings, freight engagements, or other agreements relating to the shipment previously made are superseded by this bill of lading and by the Carrier's Freight Tariff Rules and Regulations, which shall be deemed incorporated herein as if set forth at length. The Carrier's Freight Tariff Rules and Regulations are filed with the Federal Maritime Commission Washington D.C. and are also available at any of the Carrier's offices.
- Nothing in this bill of lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of liability, contained in the laws of the United States or the laws of any other country which may be applicable. The bill of lading shall be construed according to the laws of the United States and the shipper, consignee and holder hereof agree that any suits against the Carrier shall be brought in the Federal Courts of the United States in the City of New York. The terms of this bill of lading shall be separable, and if any part or term hereof shall be held invalid such holding shall not affect the validity or enforceability of any other part or term hereof.