- 1.(a) Except as otherwise provided herein 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 an increase of any of its responsibilities or liabilities under said Act. The provisions rights in mindance occupied in mackase or any of as Evoporovided here in distillation to make also described in a distillation of the companies of the Carrier in posterior and discharge from the vessel and throughout the entire time the force loads are in the cut poly of the Carrier if this Bill of Lading is issued or delivered in a locality where there is force of the Carrier of Goods by the Carrier of Goods by the Carrier of Goods by the Carrier of the Carrier of Goods by the Carrier of Carri
- Lanng is issued or doutever in a locality where there is in force a compusionly applicance Larriage of vidoos by Sen 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 shall be subject to the provisions of said Act, ordinance or statue and rules thereto annexed. (b) The Carrier shall be entitled to full benefit of, and right to, all limitations of, or exceptions from, liability authorized by any previsions of Section 4281 to 4288, inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply. 2. In this Bill of Lading

- 2. In this Bill of Lading (a) "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 bailee; (b) "Vessel" means and includes the occan vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel, also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract.
 (c) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this bill of lading, the owner of the Goods or person entilled to the possession of the Goods and the servants or agents of any of these.
 (d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the Morrhant
- one-trains.

 (b) "Goods" means and includes the cargo received from the shipper and described on the lace side hereof and any Container not supplied by or on behalf of the Carrier.

 (b) "Container" means and includes any container, van, trailer, transportable tank, flat, pallet or any similar

- article of transport.

 (g) "Person" means and includes any individual, corporation, partnership or other entity as the case may be
 (h) "Participating Carrier" means and shall include any other water, land or air carrier performing any st
 the Combined Transport. the Combined Transport.

 3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master.
- 3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents, remployees, prepresentatives, and all sevedores, terminal operators, crane operators, watchmen, carpenters, ship cleaners, surveyors and other independent contractors whatsoevery is or shall be deemed to be liable with respect to the goods as carrier, balle or otherwise howsoever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods at, all imitations of the concentions from liability provided by law or by the terms hereof shall be available to such other persons as berein described in contracting for the foregoing exemptions limitations and concentrations from liability, the Carrier is acting a sagent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to this contract videnced by this Bill of Lading, it being always understood that said beneficiaries are not entitled to any greater of nutritle contracting to the foregoing contracting to the foregoing contracting the properties of the properties

- by this Bill of Lading, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations or exomerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

 A. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading to by law, any liability by the respective participating carriers for loss or damage to the Goods or packages carried hereunder shall be goowned by the following:

 (a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier, only the ocean carrier shall be responsible therefor and any liability of the ocean carrier shall be responsible therefor and any liability of the ocean carrier, only the participating domestic or foreign Carrier(s) shall be responsible therefor, and any liability of such participating domestic or foreign Carrier(s) shall be responsible therefor, and any liability of such participating domestic or foreign Carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) shall be determined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) shall be determined. Coods or packages will from time to time to carrier(s) and have compostration that will include inhand transportation within the United States by railroad and sea carriage by one or more of the other Carrier above defined, (when used in or endorsed on this Bill of Lading the words, "ob load" shall mean and include on board the original carriery reseals when the Goods or packages are being transported from a foreign port or place to the continental United States by allroad and sea carriage by one or more of the other Carrier and en route by rail to the port of loading from loading from loading no hourd the Carrier's or participating Garrier's wesl

- responsibility as Carrier for such domestic or foreign transportation.

 (g) Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier, and suit commenced as provided for in Clauses 30 and 31 hereof. Notice of loss or damage against the participating domestic or foreign Carrier(s), where applicable, shall be filled with the participating domestic or foreign Carrier(s), and suit commenced as provided for the terms conditions and provisions of said Carrier(s) Bill(s) of lading or by law applicable hereof. It is understood by the Merchant that such terms, conditions and provisions, as they pertain to the notice of, and claim for, loss or damage and commencement of suit, contain different requirements than those requirements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.
- 5. The goods carried hereunder are subject to all terms and provisions of the Carrier's applicable Tariff or Tariffs 5. The goods carried hereunder are subject to all terms and provisions of the Carrier's applicable Tariff or Tariffs on file with the Federal Maritime Commission, Interastic Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the sail Tariff or Tariffs are better berein part portion of the sail of Lading. Copies of the relevant provisions of the applicable Tariffs or Tariffs are obtainable from the Carrier, Federal Maritime Commission, Intervated Commerce Commission or other regulatory body upon request. In the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading.
- lading shall prevail.

 On The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning or entitled to the possession of the Good and this Bill of Lading.

 7.(a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, undouding, sonting, warebouse, handling, and any and all duties whatsoever undertaken by the Carrier in relation. to the Goods
- to net cooks.

 (b) As to through transportation, the carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to contract any mode of land, sea or air transportation and to arrange participating by other Carriers to accomplish the combined transport from place of freeeigh to place of delivery. Whenever any stage of the combined transport is accomplished by any land or air Carrier or any other water Carrier, each such stage shall be controlled according to the undertaken to the contracts, rules and turiffs of each participating Carrier, the same as if such contracts, rules and turiffs were fully set forth breviar.
- contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth herein.

 8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unless applicable law prothibits same. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage or to store the same ashore or allout under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expenses so incurred.

 9. Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck. Including for General Average and U.S. Carriage of Goods by Sea Act, 1936 and similar legislation.

 10. Deck carry (except goods carried in container on deck) and live animals and received and carried solely at

- so stowed shall be deemed for all purposes to be stowed under deck. Including for General Average and U.S. Carriage of Goods by Sea Act, 1956 and similar legislation of the Carriage of Goods by Sea Act, 1956 and similar legislation of the Carriage of Goods by Goods carried in container on deck) and tive animals and received and carried solely at Merchant's risk (including accident or mortality of animals) and the Carrier shall not in any even the label for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, 54th Section 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 premises being hereby suived, and the barden of proving liability being in all respects upon the Merchant. Except as provided above, such shipments shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods. 11. Special containers with heating or refrigeration units will not be funished unless contracted for expressly in writing at time of booking and, when furnished, may entail an increased freight rate or charge. Shipper shall advise Carrier of Geisself temperature maps when delivering Goods to Carrier, and Carrier shall exercise the diligence to maintain the temperature within a reasonable range while the containers are in its custody or control. The Carrier does not, however, accept any reasponsibility for the functioning of heated or refrigerated container not owned or leased by Carrier.

 2. The scope on chowever, accept any reasponsibility for the functioning of heated or refrigerated container not owned or leased by Carrier.

 2. The scope on chowever accept any reasponsibility for the functioning of heated or refrigerated container not owned or leased by Carrier.

 2. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also por
- INJUSTATION, CARDON, AND SILL ATTERNED OF THE CARTIEVE AND THE CARTIEVE AN

13. If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay difficulty, or disadvantage of whatsoever kind which cannot be avoided by the exercise 13. If at any time the performance or the contract evidenced by this Bitl of Lading is or is intery to be arricate any any hindrance. Fish, delay difficulty, or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract as terminated and place the Good or any part of them at the Merchani's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

Bill of Lading - Terms and Conditions

- 14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Good at a specified dock or place, it is mutually agreed that such agreement shall be construed to mean that the carrier is to make such delivery only if, in the sole judgement of the Carrier, the vessel can get to, be at, and leave said dock or place, always selfey affout, and only if such dock or place is available for immediate receipt of the Goods and that otherwise the Goods shall be discharge as otherwise provided in this Bill of lading, whereupon all resonsibility of Carrier shall cease. responsibility of Carrier shall cease
- 15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, without giving notice either of arrival or discharge, may, immediately upon arrival of the vessel at the designated destination, discharge their goods continuously, Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be.
- of the port may be.

 The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf, craft or other loading or discharging place.
- Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight herein provided for, if the Goods are not taken away by the consignee by the expiration of the next working day after the Goods are at his disposable, the Goods may, at Carier's system and subject to Carrier's len, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the Goods. The responsibilities of the Carrier is may capacity shall allogether cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of Customs or other Authorities, or into that of any munitedjued government concessionaire or depository. The Carrier shall not be required to give any notification of disposition of the Goods, except as may be otherwise provided in this Bill of Lading. Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight
- 16. At ports or places where by local law, authorities, or custom, the Carrier is required to discharge cargo to lighters or other craft, or where is has been so agreed, or where wharves are not available which the ship can get to, lie at, or leave, always safely alloat, or where conditions prevailing at the time render discharge at a wharf dangerous, imprudent, or likely to delay the vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongside the ship, at the risk and expense of the Goods. If the Merchant falts to provide such lighters or other craft, carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft at local constitute proper delivery, and any further responsibility of Carrier with respect to the goods shall thereupon terminate.
- 17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or pumporting to act on behalf of such Government or Authority, or having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations. Discharge or delivery of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillment of the contract. Any extra expense incurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.
- 18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carrier swill not call, 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 places even though outside the scope of the voyage or the route to or beyond the port of discharge or destination of the Goods by water, by land or by air or by any combination thereof, whether operated by the Carrier or dothers 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 my delay forwarding awainig 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 bulle for transphenent, the lability of this Carrier shall absolutely cease when the Goods are out of its exclusive possession and the responsibility of this Carrier shall absolutely case when the Goods are out of its exclusive possession and the responsibility of this Carrier shall absolutely case when the Goods are out of its exclusive possession and the responsibility whatsoever in the regular form of bill of lading, consignment note, contract or other shipping document used at the time by the Carrier performing such transshipment or forwarding. 18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or
- the time by the Currier performing such transhipment or forwarding.

 19. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Currier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage of loss to the Currier of any part of the Goods to make it ususde, imputed or unlawfulf or any reason to receive, keep, load, or carry the goods, or commerce or proceed on or continue the transport 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 or delivery, or to give rise to delay or disdiredly in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep load or carry the Goods or may devan container(s) contents or any part thereof and may require the Merchand os on, may warrehouse the Goods at the place of receipt or any other point in the combined transport and upon failure to do so, may warrehouse 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 the contrainer(s) at another port depot, lighter craft or other place or may forward or transship them as provided in this Bill of Lading, or the Carrier or the Master thinks advisable and discharge the Goods and or warned to the carrier or the Master thinks advisable. When the Goods are declared provided, the direct provided. The Carrier or the Master inks advisable and discharge the Goods and or the manned on board until the return of the vessel to the port of loading or to the port of discharge or different provided. The Carrier or the Master inks advisable and discharge the Goods at any lose whatever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge or different p
- 20. Notwithstanding the foregoing, the Carrier shall neither be liable therefor, nor concluded as to the correctness of any such marks, descriptions or representations.
 When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this Bill of Lading, owners of the Goods and person entitled to the possession of the Goods shall be and remain liable, jointly and severally, for any loss or damage to entitled to the possession of the Goods shall be and remain liable, jointly and severally, for any loss or damage to the cargo until during such loading or discharge, howsover occurring until the cargo untils returned to Carrier's custody and, at tariff rates, for any delay beyond the time allowed for such loading or discharge and for any loss, damage or expense incurred by Carrier's as a result of the failure to return the cargo unt to the Carrier in the same, sound-condition and state of cleanliness as when received by shalper. Such loss, damage, expense or delay shall constitute a lien on the Goods. Where a cargo unt is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the Goods are damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking or unloading.

- damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking or unloading.

 21. When containers, vans, trailer, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as Shipper's weight, load and count. "Carrier has no reasonable means of checking the quantity, weight, condition or existence of the contents of the contents of the contents of the contents of the contents, and insteaded in this Bill of Lading, to be accurate and shall not be liable for nonreceipt or misdescription of such contents. Carrier shall have no securing and/or stowage of contents of such cargo units, or flos sor damage caused thereby or reading thereform, or for the physical suitability or structural adequacy of such cargo units properly to contain their contents.

 The Merchant whether principal or agent, by packing or loading the ecango unit and/or allowing the cargo unit to be so packed or loaded, represents, guarantees and warrants (a) that the Goods are properly described, marked and safely packed in their respective cargo units, that such cargo units are physically staithels, sound and structurally adequate properly to contain and support the Goods daring handling and on the transport and that the cargo unit may be handled in the ordinary course without damage to themselves or to their contents, or to the vessel or conveyance or to their cargo, or properly, or persons, (b) that all particulars with regard to the cargo units and their contents and the weight of each said cargo unit, are in all respects correct, and (b) that they have ascertained and fully disclosed in writing to the Carrier and all participating Carrier on or prior to shipment, any condition, ingredient or characteristic of the Goods which might incluse that they are inflammable, explosive, continued and the cargo units and their contents and the weight of each said ca
- 22. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, coopering, baling, reconditioning of the Goods are gathering of bone contents of packages, also for expenses for repairing containers damaged while in the possession of the Merchant for demurage on containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, vessel or conveyance in connection with the Goods, howover caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof,

- seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering, or addressing of containers, packages or description of the contents, failure of the Merchant to procure consular, Board of Health or other certificates to accompany the Goods or to comply with the laws or regulations of any thick imposed with tespect to the Goods by the authorities at any port or place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.
- lien shall survive delivery and may be enforced by private or public sale and without notice.

 23. Freight shall be payable, at Carrier's option, on actual gross intake weight or measurement or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper herein, but the Carrier may, as previously stated herein, at any time open the packages or containers and examine, weight, measure and value the Goods (unless applicable has probabits same). In case shipper's particulars are found to be erroneous and additional freight payable, the Merchant and the Goods shall be laide for any expense incurred for examing, weighing, measuring and valuing the Goods. Full freight shall be for any expense incurred for scaming, weighing, measuring and valuing the Goods. Full freight shall be for any expense incurred for scaming, weighing, measuring and valuing the Goods had the carrier shall be remarked to a life for any expense incurred shall be remarked to the freight be stated or intended to be prepaid or to be collected at destination, and the Carrier's shall be entitled to all freight and charges, cutar compensation, demarrage, detention, General Average, claims and any other payments made and liability incurred with respect to the Goods, whether actually paid or not, and to receive and retain them irroveably under all circumstances whatsoever, vessel, corresponse and/or cargo lost, damaged or otherwise, or the combined transport changed, firstrated or abandoned. In case of forced abandonment on interruption of the combined transport changed, firstrated or abandoned. In case of forced abandonment on interruption the unservent of the parties of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, without any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, without any part thereof shall be at the ten
- place of delivery.

 The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight charges and the The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight charges and the amount due to the Carrier, and for any failure of either or both to perform his or their obligations under the provisions of this Bill of Lading, and they shall indemnity the Carrier against, and hold it harmless from all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant for all purposes and any payment of freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm or corporation ball not be considered acfault by the Merchant in the payment of the freight.

 The Carrier shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all freight charges and dismuses of any kind what soense, and for the costs of recovering same including expenses.
- all freight charges and damages of any kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lieu, and may conforce this lien by publish or pivite doses ale and without notice. The shipper, consigner, ecceive, holder of this Bill of Lading, owner of the Gods and person entailed to the shipper, consigner, ecceive, holder of this Bill of Lading, owner of the Gods and person entailed to the possession of the Gods that be jointly and severally liable to the Carrier for the payment of all freight charges and damages as a forceast and for the performance of the obligations of each of them hereunder.
- 24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.
- 25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carrier of receipt of goods of the weight or quantity so inserted in the Bill of Lading.
- 26. 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 the goods occurring at any time and even though before loading on or after discharge from the ship, by reason or by means of any fire whatsover, unless such fire shall be caused by its design or neglect, or by its actual fault or privily. In any case where this exemption is not permitted by law. Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.
- 27. If the vessel comes into collision with another vessel as a result of the fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnity the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability to presents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set off, recouped or recovered by the other or non-carrying vessel or her owners as part of their decision and the the carriers needed Certain the contractions.
- obtaining anist becarrying vessel or Corrier.

 Carrier. The foregoing provisions shall also apply where the owners, operators 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, contact, ding or other accident. provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States
- 28. General Average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules,
- 28. General Average shall be adjusted, stated and settled according to York Autweep Rules 1974, except Rule XII htereof, at such part or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usage's of New York. It was not part of the contraction of the laws and usage's of New York. It was not a form the laws and usage's of New York in such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the last day of discharge as the port or place of final discharge of such damaged corgo from the ship. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deen sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall, frequired, by made by the Goods, shippers, consignees or owners of the goods to the Carrier before delivery of the Goods. Notwithstanding anything here in before contained, such deposit as the Carrier before delivery of the Goods. Notwithstanding anything here in before contained, such deposit shall at the option of the Carrier be appaled in United States currency, and be remitted to the adjust pending settlement of the General Average and refunds of credit balances, if any, shall be paid in United States currency in the States currency of the Goods. Notwithstanding anything here in the force of the safe prosecution of the voyage is thereafter imperiled in consequence of the disturbance of stowage, the costs of handling, discharge, rehoding and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessel.

 In the event of accident, danger of dissets, before or after commencement of the voyage resulting from any cause, whatsoever whether due to negligence or not for which or for the consequence
- 29. 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 determed not the basis of a value of \$500 per package or per shipping unit and the state of the Goods and a valuation higher than \$500 per package or per shipping unit shall be seen declared by the shipper before shipment and inserted in this Bill of Lading, and extra freight paid if required. In such case, if the actual value of the Goods per package or per shipping unit shall be 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 por rata on the basis of such declared value. The words "shipping unit shall or the checker of the weight or measurement unit employed in calculating register of the weight or measurement unit employed in calculating register charge.

 Where containers, vans, trailers, transportable tanks, flats, palletized units and other such package sare not packed by the Carrier, each individual such container, van rataler, transportable tanks, palletized units and other such packages are not packed by the Carrier, each individual such container, van rataler, transportable tanks, palletized units and other such package including in each instance its contents, shall be deemed a single package and Carrier's liability, limited to \$500 with respect to each such package.
- 30. As to loss or damage to the Goods or packages occurring or presumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Good or packages into the custody of the persons entitled to delivery thereof under this Bill of Lading or, if the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the goods or packages as described in this Bill of Lading.
- 31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or in sepacet of any other breach of this contract and any claim whatsoever with respect to the Goods or package, unless usit is brought within one year after delivery of the Goods or package or the date when the Goods or ackage should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been abusined over the Carrier and/or the vessel by service of process or by an agreement to appear.
- 32. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefor has been made in advance, and will not, in any case, he loaded or landed by the Carrier. No such valuables shall be considered received by or delivered to the Carrier until brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefor is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such delivery on board the Carrier's repossibility shall cases. If delivery is not so taken prompty after the ship's arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods.
- 33. 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 cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not representation that such conditions of rust, oxidation and the like did not exist on receipt.
- 34. 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 Sates, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be spearable, 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. +++