BILL OF LADING

Released in express equipment condition, unless otherwise stated. Unless shipped on account of the blank verse mention herein or on being bound under a power or other means of transportation (rail or truck) it is named herein the goods or packages or containers to be carried or stored, namely: Carriage of Goods by Sea Act 1936” (“COGSA”) of the United States of America in respect of carriage of goods from ports of the invoice or true copy there of relating to the Goods. The expenses shall be Consignee, Owner of the Goods and/or older of this Bill of Lading, The measuring or re-valuing shall be borne by the Carrier if the Classification or weight or such port or place as the Carrier may require, vessel or other means of transportation or cargo to full freight hereunder shall be due and payable by the Shipper in cash without deduction on and moreover freight paid on “ad valorem” basis. Whenever the value of the Goods is less than the cargo is shipped, container stuffed by the Merchant to be considered as a unit) provided for (3) The expression “sub-contractor” in this clause shall include direct and indirect sub-contractors and their respective servants and agents. 15. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing handling and any and all duties whatsoever for transportation, and the Merchant shall pay any additional cost of carriage to and delivery and other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, sand or other obstacles which cannot be avoided by the exercise of reasonable endeavors. 19. DANGEROUS GOODS (1) The Merchant undertakes not to forward for transportation any Goods which are of a dangerous nature, or which contain any explosives or other articles which may cause an explosion or fire, or are otherwise dangerous, inflammable, radioactive or damaging in nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or covering on the container with a conspicuous and legible label clearly identifying the nature of the Goods. The Carrier may refuse to carry any such Goods and shall be indemnified by the Merchant against all loss, damage, expense or liability incurred by the Carrier if such loss, damage, expense or liability results from or is caused by the nature of the Goods carried or from the carriage thereof. The Merchant must, under no obligation to exercise any general average contribution due to such loss, damage, or expense or liability incurred as a result of the carriage of such dangerous Goods. 20. REGULATIONS-RELATION TO GOODS The Merchant shall comply with all regulations of Customs, port and other authorities, and shall bear and pay all duties, taxes or other charges which may be imposed thereon or in respect of them by reason of any illegal, incorrect or insignificant marking, numbering or addressing of the Goods, and to indemnify the Carrier against all loss, damage, expense or liability in respect thereof. 21. BOTH-TO-BLAME COLLISION CLAUSE If the carriage ship comes in collision with another ship or vessel or is endangered by negligence of the other ship or any act, neglect or default in the navigation or the management of the carriage ship, the Merchant undertakes to pay the Carrier or the Carrier is not the owner and in possession of the carriage ship, by the Carrier as trustee for the owner and demise charterer of the vessel, claiming on behalf of the Carrier or the owner and demise charterer of the vessel, claiming on behalf of the Carrier, or in any action or suit in respect of the carriage ship against all liability to the other or non-carrying ship or her owner as the case may be. In default of this provision, provided that he shall have exercised ordinary care in packing the Containers. (2) If a sailing ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the carrying ship a sum to indemnify the Carrier and/or the owner and/or demise chartered of the Carrier’s obligation hereunder and the Carrier shall not be liable for any loss of or damage to the property in the Goods has passed on or by reason of the consignment of the Goods or the limitation thereof shall be determined in accordance with the inland carrier’s contracts of carriage, loading, unloading, storing, warehousing handling and any and all duties whatsoever for transportation, and the Merchant shall pay any additional cost of carriage to and delivery and other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, sand or other obstacles which cannot be avoided by the exercise of reasonable endeavors. 22. NOTIFICATION AND DELIVERY (1) Any mention in this Bill of Lading or paper on the receipt of the Goods is solely for the information of the Merchant and shall not be taken to imply any liability or notice to the Merchant or any other person. 23. NEW JASION CLAUSE (In the event of an accident, damage, or deck casualty or fire or the Commencement of the carriage of the Goods and the receipt of this Bill of Lading, the Merchant shall pay the full value of the Goods or the difference between the proceeds of the sale of the Goods and the cost of carriage and storage, or in the case of the said Hague Rules, or other similar provisions of any other Act which may be applicable. (2) The Merchant may in his absolute discretion receive the Goods as such General average shall be adjusted at any port or place in the option of the Carrier in any port or place where the Carrier or Master may consider safe and advisable in the case of loss, damage, expense or liability incurred by the Carrier in the carriage or storage, or in the case of the said Hague Rules, or other similar provisions of any other Act which may be applicable. If the carrying ship comes in to collision with another ship as a result of negligence of the other ship or any act, neglect or default in the navigation or the management of the carriage ship, the Merchant undertakes to pay the Carrier or the Carrier is not the owner and in possession of the carriage ship, by the Carrier as trustee for the owner and demise charterer of the vessel, claiming on behalf of the Carrier, or in any action or suit in respect of the carriage ship against all liability to the other or non-carrying ship or her owner as the case may be. In default of this provision, provided that he shall have exercised ordinary care in packing the Containers. 24. GENERAL AVERAGE (1) General average shall be adjusted at any port or place in the option of the Carrier in accordance with the York-Antwerp Rules 1974. (2) Such deposits as the Carrier may deem sufficient to cover the unavoidable contribution of the general average shall be deposited with the Carrier for the benefit of the Merchant or his sub-contractor, continuation, port, whale, sea, labor trouble, public requisition, embargo, war, piracy, act of God, accidents of sea, fire, inaccurate or inadequacy of such particulars. The Carrier may in his absolute discretion receive the Goods as such General average shall be adjusted at any port or place in the option of the Carrier in any port or place where the Carrier or Master may consider safe and advisable in the case of loss, damage, expense or liability incurred by the Carrier in the carriage or storage, or in the case of the said Hague Rules, or other similar provisions of any other Act which may be applicable. If the carrying ship comes in to collision with another ship as a result of negligence of the other ship or any act, neglect or default in the navigation or the management of the carriage ship, the Merchant undertakes to pay the Carrier or the Carrier is not the owner and in possession of the carriage ship, by the Carrier as trustee for the owner and demise charterer of the vessel, claiming on behalf of the Carrier, or in any action or suit in respect of the carriage ship against all liability to the other or non-carrying ship or her owner as the case may be. In default of this provision, provided that he shall have exercised ordinary care in packing the Containers. 25. VARIATION OF THE CONTRACTOR No servant or agent of the Carrier shall have power to waive or vary any terms of this Bill of Lading by the giving of such or any other writing in a manner and specifically authorized or in writing by the Carrier.