

COMBINED TRANSPORT BILL OF LADING - TERMS & CONDITIONS

Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

Received by Carrier in external apparent good order and condition, with no visible damage unless otherwise stated; the number of containers, packages or other customary freight units to be transported to such place as agreed, authorized or permitted herein, and subject to all the terms and conditions appearing on the front and reverse of this bill of lading ("Bill of Lading") either written, printed or stamped or otherwise incorporated, the Merchant agrees to be bound in accepting this Bill of Lading.

(1) Clause Paramount. The law applicable to the services performed under this Bill of Lading shall be as follows:

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "COGSA"). Carriage to or from Canada shall have effect under the Carriage of Goods by Water Act of Canada ("COGWA"). All carriage to and from other States shall be governed by the law of any country making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

(2) Definitions

- a. "Carrier" means the company stated on the front of this Bill of Lading acting as a non-vessel operating common carrier, as defined under the Shipping Act of 1984, 46 U.S.C. § 40102 (16) (A) and (B).
- b. "Vessel" means and includes the ocean vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.
- c. "Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.
- d. "Carriage" means all operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.
- e. "Charges" means and includes freight and all expenses and money obligations incurred and payable by Merchant.
- f. "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate Goods.
- g. "Goods" means the cargo supplied by the Merchant and described on the face side hereof and includes any container not supplied by or on behalf of Carrier.
- h. "Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Bill of Lading.
- i. "Hague Rules" means the provisions of the International Convention for Unification of certain rules relating to Bills of Lading signed at Brussels on August 25, 1924.
- j. "Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on February 23, 1968.
- k. "COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on April 16, 1936.
- l. "Subcontractor" includes stevedores, marine terminals, independent contractors, agents, charterers and operators of vessels (other than the Carrier), road and rail transport operators, warehouseman, and any other direct or indirect subcontractors. This applies whether or not such subcontractors are in direct contractual privity or not.
- m. "Place of Receipt", "Intended Port of Loading", "Intended Port of Discharge" and "Intended Place of Delivery," means respectively the place of receipt, port of loading (ocean vessel), port of discharge (ocean vessel) and place of delivery nominated on the front hereof.
- n. "VGM" means Verified Gross Mass.

(3) Subcontracting

Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the handling, storage, or carriage of the Goods and all duties undertaken by Carrier in relation to the Goods. Every employee, agent or Subcontractor of Carrier shall have the same rights, exemptions and/or limitations from liability, defenses and immunities to which Carrier is entitled including, but not limited to, the benefit of all provisions of this Bill of Lading. Merchant undertakes that no claim or allegation shall be made against any employee, agent or subcontractor of the Carrier which imposes any liability whatsoever in connection with the Goods or Carriage. In the event any claim or allegation is made, the Merchant undertakes to indemnify and hold the Carrier harmless against all consequences thereof.

(4) HINDRANCES AFFECTING PERFORMANCE:

- a. Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated
- b. for delivery.
- c. 5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be
- d. affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the
- e. above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to
- f. complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant
- g. elect to: (a) treat the performance of this contract as terminated and place the Goods at Merchant's disposal at any place Carrier
- h. shall deem safe and convenient, or (b) deliver the Goods at the place of delivery.
- i. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any Goods received for transportation
- j. and additional compensation for extra costs and expenses resulting from the circumstances referred to above.
- k. 5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or
- l. forward the Goods, it is agreed that it shall do so only as agent for and at the sole risk and expense of Merchant without
- m. any liability whatsoever in respect of such agency.
- n. 5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders,
- o. directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the ship howsoever given,
- p. by any actual or purported government or public authority, or by any committee or person having under the terms of any
- q. insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance
- r. with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

(5) Liability for Loss and Damage

- a. In all situations, unless otherwise required by applicable law, Carrier's liability for any loss of or damage to Goods shall in no case exceed the amount of \$500 per package or per customary freight unit, unless the Merchant, with the consent of Carrier, has requested additional insurance for the Goods by declaring an insured value of the Goods, and paid the additional insurance charges to Carrier, in which case such higher declared insurance value shall be the limit of Carrier's liability. Notwithstanding the foregoing, the Carrier's liability for any loss, theft, damage or delay to or of the Goods shall not exceed and shall be limited to the limits of liability contained in any applicable carrier's bill of lading or tariff (including inland carriers) if such limits of liability apply to the loss, theft, damage or delay. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. "Customary freight unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles and things of any description except Goods shipped in bulk. As to Goods shipped in bulk, the limitation thereto shall be the limitation provided in applicable law, and in no event shall anything herein be construed to be a waiver of a limitation as to Goods shipped in bulk.
- b. In any case where Carrier's liability for compensation may exceed the amounts set forth in clause 4(a) above, compensation shall be calculated by reference to the value of the Goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.
- c. If the value of the Goods is less than \$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.
- d. Carrier shall not be liable for any loss or damage arising from:
 - I. an act or omission of Merchant or any person acting on behalf of Merchant (other than Carrier);
 - II. compliance with the instructions of any person authorized to give them;
 - III. handling, loading, stowage or unloading of the Goods by or on behalf of Merchant;
 - IV. inherent vice of the Goods;
 - V. lack or insufficiency of or defective condition of packing of Goods;
 - VI. insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads;
 - VII. fire, unless caused by actual fault of Carrier;

VIII. any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

- e. UNLESS OTHERWISE REQUIRED BY LAW, CARRIER SHALL NOT BE LIABLE FOR, AND THE MERCHANT HEREBY WAIVES ANY RIGHT TO CLAIM, ALL SPECIAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES OF ANY SORT. The above limitation of liability includes, but isn't limited to, any claims for loss of profits or revenue, loss of customers, loss of use of the Cargo or Goods, cost of substituted Cargo, downtime costs, advertising costs, or labor costs of Merchant or Merchant's customers.

(6) Notice of Claim

Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by any person entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of the delivery or all claims of loss or damage are waived.

(7) Merchant Warranties and Obligations

- a. The Merchant warrants that, in agreeing to the terms hereof, he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.
- b. Merchant acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise the Carrier of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Merchant's behalf.
- c. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Carrier relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Merchant. Merchant shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Carrier harmless from any and all claims asserted and/or liability or losses suffered by reason of the Merchant's failure to disclose information or any incorrect, incomplete or false statement by the Merchant or its agent, representative or contractor upon which the Carrier reasonably relied. The Merchant agrees that the Merchant has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the Goods.

(8) Merchant Description of Goods

Merchant warrants to Carrier that all descriptions of the Goods, including, without limitation, the marks, value, number, gauge, measure, VGM, kind, quantity and weight, furnished by Merchant are complete and correct, and Merchant shall indemnify Carrier against all losses, claims, damages or charges arising from any inaccuracy. Descriptions that are incomplete including, but not limited to, "FAK" designations are not acceptable.

(9) Negotiability & Title to Goods

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

(10) Projects & Heavy Lifts

For all projects and heavy lifts, which shall include but not be limited to, projects and heavy lifts identified as "break bulk," "out of gauge" and other shipments with unique requirements, Merchant shall provide Carrier with all appropriate information on the Goods sufficiently in advance of loading to enable the precautions which may be necessary for proper stowage and safe carriage of the Goods to be put into effect. Such information shall be confirmed in writing and by appropriate documents provided to Carrier prior to loading the Goods on the ship. The information shall include, at a minimum, a general description of the Goods, the gross mass of the Goods or of the unit(s) to be transported, and any relevant special properties of the Goods. If all such information is not fully and accurately provided to Carrier sufficiently in advance to loading and in accordance with the terms set forth herein, Merchant shall be responsible for and shall fully indemnify Carrier for all resulting losses, claims, damages or charges that should occur.

(11) Scope of Voyage; Substitution of Vessel; Transshipment

- a. Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.
- b. The scope of the contracted voyage shall include usual or customary ports of call, whether or not named in this Bill of Lading, and ports within or outside the geographical, advertised, or customary route or order, even though the Vessel may sail beyond or in a direction contrary to the port of discharge, return to the original, port, or depart from the direct or customary route, and includes all canals, straits, and other waters. The vessel may call at any port for the purposes of the current, prior or subsequent voyages. The vessel may omit calling at any port whether

scheduled or not and may call at the same port more than once and may discharge the Goods during the first or subsequent call.

- c. The Vessel shall have the liberty to, at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous Goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.
- d. Carrier's sailing schedules are subject to change without notice both as to the sailing date and the date of arrival. If this is a through Bill of Lading, no Carrier is bound to use any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise.
- e. Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.
- f. Carrier shall be at liberty to transship, discharge cargo to lighters or other craft, land and store the cargo either on shore or afloat and reship and forward the same. In the event that Carrier must engage lighters or other craft at the port, due either to local custom, necessities, or regulations requiring same, then Carrier shall engage such lighters, or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of the Carrier with respect to the Goods shall thereupon terminate.

(12) Force Majeure Events Affecting Performance

- a. Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery. If at any time in the opinion of Carrier the performance of this contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind including strike, labor disputes, acts of God, weather, mechanical failures, cyber attacks; civil commotions; acts or omissions of customs or quarantine officials; public authorities acting with actual or apparent authority; acts of carriers related to security; the nature of the freight or any defects thereof; inherent vice of the Goods; public enemies; hazards incident to a state of war; or acts of terrorism and if by virtue of the above Carrier has no duty to complete the performance of the contract, Carrier whether or not the transport is commenced may elect to treat the performance of this contract as terminated and place the Goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or may elect to deliver the Goods at the place of delivery.
- b. If, in the reasonable judgment of Carrier, the continued carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, then Carrier may discharge the cargo at the Port of loading, or any other safe and convenient port.
- c. In the event that epidemics, quarantine, ice, labor troubles or obstructions, strikes, lockouts, difficulties in loading or discharging would prevent the vessel from leaving the Port of loading or reaching or entering the Port of discharge, or discharging in the usual manner and departing therefrom safely and without unreasonable delay, Carrier may elect to discharge the cargo at the Port of loading or any other safe and convenient port.
- d. The discharge of the Goods under any provision hereunder shall be deemed full fulfillment of the contract of carriage. In any event Carrier shall be entitled to due freight charges for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

(13) Government Directions

Carrier shall have liberty to comply with any order, directions, or recommendations in connection with the carriage under this Bill of Lading given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having the right to give such orders, directions or recommendations. Discharge or delivery of the Goods in accordance with the said order, directions or recommendations shall be deemed a fulfillment of the contract of carriage and any extra expenses incurred by Carrier in connection with this clause shall be paid by Merchant in addition to the freight and charges.

(14) Pick Up and Delivery Times

Due to the inherent nature of the transportation business, Carrier does not guarantee pick up, transportation, or delivery by a stipulated time. Carrier does not undertake that the Goods shall be delivered at any particular time and shall not be liable for any direct or indirect losses caused by any delay.

(15) Carrier's Containers

If Goods are not received by Carrier already in Containers, Carrier may pack them in any type of Container. Merchant shall be liable to Carrier for damage to Carrier's Containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant shall indemnify Carrier for any damage or injury to persons or property caused by Carrier's Containers during handling by or when in possession or control of Merchant. Merchant undertakes to return such Containers to Carrier within the time

provided for in Carrier's applicable tariff; otherwise, Merchant shall pay Carrier for the demurrage or detention charges applicable to the Containers. Where the Carrier is instructed to provide a Container in the absence of a written request to the contrary, the Carrier is not under any obligation to provide a Container of particular type or quality.

(16) Container Packed by Merchant.

If Carrier receives the Goods already packed into containers:

- a. This Bill of Lading is prima facie evidence of the receipt of the particular number of Containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the Containers;
- b. Merchant warrants that the stowage and seals of the Containers are safe, proper and suitable for handling and carriage;
- c. Delivery shall be deemed as full and complete performance when the Containers are delivered by Carrier with the seals intact and Carrier shall not be liable for any shortage of Goods discovered at delivery; and
- d. The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any container or package at any time and to inspect the Goods.
- e. The Carrier shall not be liable for loss of or damage to Goods caused by any of the following:
 - i. The manner in which the Container has been stuffed or packed;
 - ii. The unsuitability of the Goods for carriage in Containers;
 - iii. The unsuitability or defective condition of the Container provided;
 - iv. If the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.
 - v. The Merchant shall defend, indemnify, and hold the Carrier harmless against any loss, damage, claim, liability, or expense arising from one or more of the conditions covered by this section 15.

(17) Temperature Controlled Cargo

The Merchant agrees not to tender for transportation any Goods which require temperature control or humidity control without previously giving written notice (and filling in the appropriate notation on this Bill of Lading) of their nature and particular temperature range, or humidity range, to be maintained and receiving written approval from Carrier of such transport. Special containers with heating or refrigeration units may entail an increased freight rate or charge. In the case of a temperature-controlled Container stuffed by or on behalf of Merchant, the Merchant further represents and warrants that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If these requirements are not complied with, the Carrier shall not be liable for any loss or damage to the Goods caused by such noncompliance. The Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation, or any apparatus of the Container, provided that the Carrier shall use reasonable care to maintain the refrigerated Container in an efficient state.

(18) Dangerous Goods/Hazardous Cargo

Merchant may not tender Goods of a dangerous nature, which shall include but not be limited to: Goods considered to be hazardous, flammable, noxious, damaging or radioactive, without first submitting written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature and specific contents of the Goods with reasonable specificity as well as the names and addresses of the shippers and consignees. Whenever applicable, Merchant must provide Material Safety Data Sheets ("MSDS") for all Goods of a dangerous or hazardous nature. Merchant shall distinctly and permanently mark the nature and specific contents of the Goods on the outside of the package and Container and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods. If the Goods subsequently, in the judgment of Carrier, become a danger to any person or property, Carrier, the Vessel, or other cargo, Carrier may dispose of the Goods without compensation to Merchant, and Merchant shall indemnify Carrier for any loss, damages, claims or expenses arising from such action.

(19) Inspection and Security

All shipments are subject to inspection by Carrier, by Carrier's agents, and by any duly authorized government entities, including, but not limited to, the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities; and any such inspections may break the seals of the shipment, in the course of inspection. Notwithstanding the foregoing right to inspect shipments, Carrier is not obligated to perform such inspection except as mandated by law. Further, Carrier reserves the right to unilaterally reject any shipment that it deems unfit for transport after inspection. If Carrier deems a shipment unfit after inspection, Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to carry or to continue the carriage or to store the same ashore, afloat, under cover or in the open, in any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. Merchant shall indemnify the Carrier against any reasonable expenses so incurred.

(20) Deck Cargo and Livestock

- a. Carrier has the right to carry the Goods in any Container under deck or on deck, at Carrier's option, and notwithstanding any contrary custom or practice of the trade. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and Goods so carried shall constitute under deck stowage for all purposes including the General Average.
- b. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is livestock, or any other cargo which is to be stowed on deck, then Carrier shall not be liable for any non-delivery, delay or loss to Goods carried on deck, or livestock cargo, whether or not caused by Carrier's negligence or the Vessel's unseaworthiness. Carrier's receiving keeping, and transporting of live cargo, including without limitation plants, animals, birds, and fish, shall be without any warranty or undertaking and at Shipper's sole risk. Neither Carrier nor the vessel shall be responsible for loss, accident, disease, injury, or mortality to such live cargo.

(21) Rust

It is agreed that superficial rust, oxidation, or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such condition of rust, oxidation, or the like did not exist on receipt.

(22) Gold, Silver, Valuables, etc.

Carrier shall not be responsible for damage or loss caused to precious metals and valuable Goods, which may include but shall not be limited to the following: jewelry, precious metals, gems or stones, securities, stocks, currency, heirlooms, other unique documents or any other valuable Goods. Carrier shall be relieved of any and all liability with respect to such goods unless Merchant has declared the true nature and value of such goods prior to tendering same to Carrier, has paid the supplementary insurance charge pursuant to this Bill of Lading, and Carrier has agreed to undertake the transportation of such goods.

(23) Delivery, Loading and Discharge

Carrier shall have the right to deliver the Goods at any time or at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge. Loading and discharging may commence without prior notice, immediately upon arrival of the vessel. The port authorities are hereby authorized to load and unload the cargo from or to the vessel as fast as possible, including outside ordinary working hours notwithstanding any custom of the port and notwithstanding any weather conditions. If the Goods are not taken away by the Merchant by the expiration of the next working day after the Goods are at Merchant's disposal, the Goods may at Carrier's option and subject to Carrier's lien, be sent to storage or be permitted to lie where landed but always at the risk and expense of the Merchant. The responsibilities of Carrier in any capacity shall cease and the Goods shall be considered to be delivered, and at their own continued risk and expense, in every respect when taken into the custody of Customs or other Authorities.

(24) Warehouseman Lien

In the following instances, Carrier shall have a warehouseman lien, notwithstanding any other benefits or remedies:

- a. If Goods should remain in Carrier's custody after discharge from the Vessel and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored at Merchant's expense.
- b. If Goods go into demurrage, Carrier shall assume the rights of warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other person(s) entitled to receipt of the Goods upon payment of all charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such goods. Carrier may assert a general lien for charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

(25) Freight and Charges

- a. Full freight and charges shall be deemed completely and irrevocably earned on receipt of Goods by Carrier, whether the freight charges are intended to be prepaid or collected at destination. Payment shall be in full and in check or by wire transfer to Carrier's receiving bank, in the currency named in this Bill of Lading or another currency at Carrier's option. Interest at the rate of 18% per annum or the legal maximum shall apply from the date when freight charges are due. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight charges to the freight forwarder is not payment to Carrier. Full freight charges shall be paid on damaged or unsound Goods. In any referral for collection or action against the Merchant for monies due to Carrier, upon recovery by the Carrier, the Merchant shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees, regardless of whether or not litigation was filed.

- b. Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant. Carrier and Merchant agree that it might be difficult or impossible to assess damages if freight is incorrectly declared. Therefore, in case of incorrect declaration of the Goods, Merchant shall pay as liquidated damages a sum equal to three times the difference between the correct weight and the freight charged is - notwithstanding any other sum having been stated herein as freight payable. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier.
- c. Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and storage or other charges on the Goods if they are refused export or import by any government.
- d. All persons encompassed within the definition of "Merchant" as provided in Section 2 of this Bill of Lading shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances.
- e. All persons encompassed within the definition of "Merchant" as provided in Section 2 of this Bill of Lading shall jointly and severally indemnify the Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon the Carrier by reason of any breach of the Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(26) Carrier's Lien

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, including, but not limited to, the Goods and all property in Carrier's possession, custody or control or en route, for all amounts owed to the Carrier in connection with any shipments of the Merchant and expenses advanced by Carrier, including, but not limited to, any charges due for prior unrelated shipments, invoices or services performed by Carrier. If such claim remains unsatisfied for thirty (30) days after demand for its payment is made, the Carrier may sell the Goods at public auction or private sale, or so much as necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sale.

(27) Time Bar

The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law, the shortest period prescribed by such convention or law shall then apply, but in that circumstance only.

(28) Governing Law, Venue, Jurisdiction

These terms and conditions, and any act or contract to which they apply, shall be governed and interpreted by the laws of the State of Illinois, United States of America, without reference to its conflict of law provisions. The Merchant agrees that any and all legal actions regarding or relating to the Carriage which is the subject of this Bill of Lading shall be exclusively brought in the State or Federal Courts in Cook County, Illinois, United States of America. The Merchant hereby irrevocably agrees that said courts are an appropriate and convenient forum for the resolution of all claims arising in connection with this Bill of Lading or any part of the Carriage which is the subject of this Bill of Lading. The Merchant hereby irrevocably consents to the personal and subject matter jurisdiction of the State and Federal Courts located in Cook County, Illinois, United States of America.

(29) General Average

General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred with respect to the Goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to any non-party.

(30) Both to Blame Collision

If the Vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability 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 whatsoever of Merchant paid or payable by the other or non-carrying vessel of her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(31) Carrier's Tariffs

The Goods carried hereunder are subject to all the terms and provisions of Carrier's applicable tariff or tariffs on file with the Federal Maritime Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the said tariff or tariffs are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of such provisions are obtainable from Carrier or his agents upon request or from the Federal Maritime Commission or from a government body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

(32) Severability

The terms of this Bill of Lading shall be severable, 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.

(33) Headings Not Binding

The use of headings in this Bill of Lading are for ease of reference only. Headings shall have no effect and are not considered to be part of or a term of this Bill of Lading.

(34) Variation of Contract

No employee or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by an officer of the Carrier.