

1. DEFINITIONS

A) "CARRIAGE" MEANS THE WHOLE OF THE OPERATIONS AND SERVICES

UNDERTAKEN OR PERFORMED BY OR ON BEHALF OF THE CARRIER WITH

RESPECT TO THE GOODS.

B) "CARRIER" MEANS THE COMPANY NAMED ON THE FACE SIDE HEREOF

AND ON WHOSE BEHALF THIS BILL OF LADING WAS ISSUED AND WHETHER ACTING AS CARRIER OR BAILEE.

C) "CHARGES" MEANS FREIGHT, DEADFREIGHT, DEMURRAGE AND ALL

EXPENSES AND MONEY OBLIGATIONS INCURRED AND PAYABLE BY THE

MERCHANT.

D) "CONTAINER" MEANS ANY CONTAINER (CLOSED OR OPEN TOP),

VAN, TRAILER, FLATBED, TRANSPORTABLE TANK, RAILROAD CAR,

VEHICLE, FLAAT FALTRACK, PALLET, SKID, PLATFORM, CRADLE,

SLING-ROAD OR ANY OTHER ARTICLE OF TRANSPORT.

E) "GOODS" MEANS THE CARGO RECEIVED FROM THE SHIPPER AND

DESCRIBED IN THE FACE SIDE HEREOF AND ANY CONTAINER NOT SUPPLIED BY OR ON BEHALF OF THE CARRIER.

F) "MERCHANT" MEANS THE SHIPPER, COSIGNEE, RECEIVER, HOLDER

OF THIS BILL OF LADING, OWNER OF THE CARGO OR PERSON ENTITLED TO THE POSSESSION OF THE CARGO AND THE SERVANTS AND

AGENTS IF ANY OF THESES ALL OF WHOM SHALL BE JOINTLY AND

SEVERALLY LIABLE TO THE CARRIER FOR THE PAYMENT OF ALL CHARGES, AND FOR THE PERFORMANCE OF THE OBLIGATIONS OF ANY

OF THEM UNDER THIS BILL OF LADING.

G) "ON BOARD" OR SIMILAR WORDS ENDORESED IN THIS BILL OF

LADING MEANS THAT IN A PORT TO PORT MOVEMENT, THE GOODS HAVE

BEEN LOADED ON BOARD THE VESSEL OR ARE IN THE CUSTODY OF THE

ACTUAL OCEAN CARRIER AND IN THE EVENT OF INTERMODAL

TRANSPORTATION, IF THE ORIGINATING CARRIER IS AN INLAND OR COASTAL CARRIER MEANS THAT THE GOODS HAVE BEEN LOADED ON BOARD RAIL CARS OR ANOTHER MODE OF TRANSPORT AT THE PLACE OF RECEIPT OR ARE IN THE CUSTODY OF A PARTICIPATING CARRIER AND EN ROUTE TO THE PORT OF LOADING NAMED ON THE REVERSE SIDE.

H) "PARTICIPATING CARRIER" MEANS ANY OTHER CARRIER BY WATER, LAND, OR AIR, PERFORMING ANY STAGE OF THE CARRIAGE, INCLUDING INLAND CARRIERS, WHETHER ACTING AS SUB-CARRIER, CONNECTING CARRIER SUBSTITUTE CARRIER OR BAILEE.

I) "PERSON" MEANS AN INDIVIDUAL, A PARTNERSHIP, A BODY CORPORATE OR ANY OTHER ENTITY OF WHATSOEVER NATURE.

J) "VESSEL" MEANS THE OCEAN VESSEL NAMED ON THE FACE SIDE, HEREOF, AND ANY SUBSTITUTE VESSEL, FEEDERSHIP, BARGE, OR OTHER MEANS OF CONVOYANCE BY WATER USED IN WHOLE OR IN PART BY THE CARRIER TO FULFILL THIS CONTRACT.

## 2. CARRIER'S TARIFFS.

THE GOODS CARRIED HEREUNDER ARE SUBJECT TO ALL THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF(S) ON FILE WITH A REGULATORY BODY WHOSE RULES GOVERN ALL OR A PARTICULAR PORTION OF THE CARRIAGE AND SAID TERMS AND CONDITIONS ARE HEREBY INCORPORATED HEREIN AS PART OF THE TERMS AND CONDITIONS OF THIS BILL OF LADING. COPIES OF THE RELEVANT PROVISIONS OF THE APPLICABLE TARIFF(S) ARE OBTAINABLE FROM THE CARRIER OR OTHER CONCERNED REGULATORY BODY CONCERNED UPON REQUEST IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF SUCH TARIFF(S) AND THE TERMS AND CONDITIONS OF THIS BILL OF LADING, THIS BILL OF

LADING SHALL PREVAIL.

3. WARRANTY/ACKNOWLEDGEMENT.

THE MERCHANT WARRANTS THAT IN AGREEING TO THE TERMS AND CONDITIONS HEREOF, IT IS OR IS THE AGENT AND HAS THE AUTHORITY OF THE OWNER OR PERSON ENTITLED TO THE POSSESSION

OF THE GOODS OF ANY PERSON WHO HAS A PRESENT OR FUTURE INTEREST IN THE GOODS. THE MERCHANT ACKNOWLEDGES THAT THE

CARRIER IS A NON-VESSEL OPERATING COMMON CARRIER ("NVOCC"),

AND THAT IT NEITHER OWNS OR CHARGES VESSELS, AS A RESULT OF

WHICH THE CARRIER OR ANY SUB-CARRIER (WHICH MAY BE A NVOCC)

WILL BE REQUIRED TO CONTRACT WITH AN ACTUAL OCEAN CARRIER TO

ACCOMPLISH THE CARRIAGE COMTEMPLATED BY THIS BILL OF LADING

AND DOES SO AS AGENT OF THE MERCHANT. THE MERCHANT FURTHER

ACKNOWLEDGES THAT BY IDENTIFYING THE CARRYING VESSEL ON THE

FACE SIDE HEREOF, IT KNOWS OR CAN DETERMINE THE NAME OF THE

ACTUAL OCEAN CARRIER AND THE TERMS AND CONDITIONS OF THE

ACTUAL OCEANS CARRIER'S BILL OF LADING AND APPLICABLE TARIFF(S) AND AGREES TO BE BOUND THEREBY.

4. RESPONSIBILITY.

A) EXCEPT WHERE THE CARRIAGE COVERED BY THIS BILL OF LADING

IS TO OR FROM A PORT OR LOCALITY WHERE THERE IS IN FORCE A

COMPULSORILY APPLICABLE ORDINANCE OR STATUE OF A NATURE SIMILAR TO THE INTERNATIONAL CONVENTION FOR THE UNIFICATION

OF CERTAIN RULE RETAINING TO BILL OF LADING DATED AT BRUSSOLS, AUGUST 25, 1924, THE PROVISIONS OF WHICH CANNOT BE

DEPARTED FROM, THIS BILL OF LADING SHALL HAVE EFFECT SUBJECT

TO THE CARRIAGE OF GOODS BY SEA ACT OF UNITED STATES

("COGSA"), APPROVED APRIL 16, 1936, AND NOTHING HEREIN CONTAINED, UNLESS OTHERWISE STATED, SHALL BE DEEMED A SURRENDER BY THE CARRIER OF ANY OF ITS RIGHTS, IMMUNITIES, EXEMPTIONS, LIMITATIONS OR EXONERATIONS OR INCREASE OF ANY OF ITS RESPONSIBILITIES OR LIABLILTIES UNDER COGSA OR, AS THE CASE MAY BE, SUCH ORDINANCES OR STATUES. THE PROVISIONS OF COGSA OR SUCH COMPULSORILY APPLICABLE ORDINANCES OR STATUES (EXEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN) SHALL GOVERN BEFORE LOADING ON AND AFTER DISCHARGE FROM THE VESSEL AND THROUGHOUT THE ENTIRE TIME THE GOODS OR CONTAINERS OR OTHER PACKAGES ARE IN THE CARE, CUSTODY AND/OR CONTROL OF THE CARRIER, ITS AGENTS, SERVANTS, PARTICIPATING CARRIERS OR INDEPENDENT CONTRACTORS (INCLUSIVE OF ALL SUBCONTRACTORS), WHETHER ENGAGED BY OR ACTING FOR THE CARRIER OR ANY OTHER PERSONM AND DURING THE ENTIRE TIME THE CARRIER IS RESPONSIBLE FOR THE GOODS.

B) THE CARRIER SHALL BE LIABLE IN ANY CAPACITY WHATSOEVER FOR ANY DELAY, NON-DELIVERY, MIS-DELIVERY OR OTHER LOSS OR DAMAGE TO OR IN CONNECTION WITH THE GOODS OR CONTAINERS OR OTHER PACKAGES OCCURING AT ANY TIME CONTEMPLATED UNDER SUBDIVISION A) OF THIS CLAUSE.

C) THE CARRIER SHALL IRRESPECTABLE OF WHICH LAW IS APPLICABLE UNDER SUBDIVISION A) OF THIS CLAUSE, BE ENTITLED TO THE BENEFIT OF THE PROVISIONS OF SECTION 4261 TO 4287 INCLUSIVE OF THE REVISED STATUES OF THE UNITED STATES AND AMENDMENTS THERETO.

D) THE RIGHTS, DEFENSES, EXEMPTIONS, LIMITATIONS OF AND EXONERATIONS FROM LIABILITY AND IMMUNITIES OF WHATSOEVER

NATURE PROVIDED FOR IN THIS BILL OF LADING SHALL APPLY IN ANY ACTION OR PROCEEDING AGAINST THE CARRIER, ITS AGENT AND SERVANTS AND/OR ANY PARTICIPATING CARRIER OR INDEPENDENT CONTRACTORS.

5. THROUGH TRANSPORTATION.

WHEN EITHER THE PLACE OF RECEIPT OR PLACE OF DELIVERY SET FORTH HEREIN IS AN INLAND POINT OR PLACE OTHER THAN THE PORT OF LOADING (THROUGH TRANSPORTATION), THE CARRIER WILL PROCURE TRANSPORTATION TO OR FROM THE SEA TERMINAL AND SUCH INLAND POINT(S) OR PLACE(S) AND NOTWITHSTANDING ANYTHING IN THIS BILL OF LADING CONTAINED, BUT ALWAYS SUBJECT TO CLAUSE

4 HEREOF, THE CARRIER SHALL BE LIABLE FOR LOSS OR DAMAGE OF WHATSOEVER NATURE AND HOWSOEVER ARISING TO THE FOLLOWING EXTENT, BUT NO FURTHER; (A) UPON PROOF THAT THE LOSS OR DAMAGE AROSE DURING A PART OF THE CARRIAGE HEREIN MADE SUBJECT TO COGSA OR OTHER LEGISLATION, AS SET FORTH IN CLAUSE

4 A) HEREOF, SAID LEGISLATION SHALL APPLY, OR (B) UPON PROOF THAT THE LOSS OR DAMAGE NOT FALLING WITHIN A) ABOVE, BUT

CONCERNING WHICH THE LAW OF ANY COUNTRY, STATE OR SUBDIVISION THEREOF CONTAINS PROVISION THAT ARE COMPULSORILY APPLICABLE AND WOULD HAVE APPLIED IF THE MERCHANT HAD MADE A

SEPARATE AND DIRECT CONTRACT WITH THE CARRIER, A PARTICIPATING CARRIER OR INDEPENDENT CONTRATOR AS REFERRED

TO IN CLUASE 4 A), RELATIVE TO A PARTICULAR STAGE OF TRANSPORT OR OTHER HANDLING WHEREIN THE LOSS OR DAMAGE OCCURRED AND RECEIVED AS EVIDENCE THEREOF A PARTICULAR RECEIPT OR OTHER DOCUMENTS, THEN THE LIABILITY OF THE CARRIER, PARTICIPATING CARRIER AND INDEPENDENT

CONTRACTOR  
SHALL BE SUBJECT TO THE PROVISIONS OF SUCH LAW. (C) IF  
IT  
SHOULD BE DETERMINED THAT THE CARRIER BEARS ANY  
RESPONSIBILITY FOR LOSS OR DAMAGE OCCURRING DURING THE  
CARE,  
CUSTOMDY, AND/OR CONTROL OF ANY PARTICIPATING CARRIER  
OR  
INDEPENDENT CONTRACTOR, AND BE SUBJECT TO LAW  
COMPULSORILY  
APPLICABLE TO THEIR BILLS OF LADING, RECEIPTS, TARIFF  
AND/OR  
LAW APPLICABLE THERETO, THEN THE CARRIER SHAL BE  
ENTITLED TO  
ALL RIGHTS, DEFENSES, IMMUNITIES, EXEMPTIONS,  
LIMITATION OF  
AND EXONERATIONS FROM LIABILITY OF WHATSOEVER NATURE  
ACCORDED UNDER SUCH BILL OF LADING, RECEIPT, TARIFF  
AND/OR  
APPLICABLE LAW PROVIDED HOWEVER, THAT NOTHING CONTAINED  
HEREIN SHALL BE DEEMED A SURRENDER BY THE CARRIER OF  
ANY OF  
ITS RIGHTS, DEFENSES AND IMMUNITIES OR AN INCREASE OF  
ANY OF  
ITS RESPONSIBILITIES OR LIABILITIES UNDER THIS BILL OF  
LADING THE CARRIER'S APPLICABLE TARIFF OR LAWS  
APPLICABLE OR  
RELATING TO SUCH CARRIAGE. (D) EXCEPT AS HEREINABOVE  
PROVIDED, THE CARRIER SHALL HAVE NO LIABILITY FOR  
DAMAGE TO  
THE GOODS.

6. SUBCONTRACTING: BENEFICIARIES.

A) THE CARRIER SHALL BE ENTITLED TO SUBCONTRACT ON ANY  
TERMS  
THE WHOLE OR ANY PART OF THE CARRIAGE, LOADING,  
UNLOADING,  
STORING, WAREHOUSING, HADLING AND ANY AND ALL DUTIES  
WHATSOEVER UNDERTAKEN BY IT IN RELATION TO THE GOODS  
AND  
CONTAINERS OR OTHER PACKAGES OR ANY OTHER GOODS.  
B) IT IS UNDERSTOOD AND AGREED THAT IT SHOULD BE  
ADJUDGED  
THAT ANY PERSON OR ENTITY OTHER THAN OR IN ADDITION TO  
THE

CARRIER IS UNDER ANY RESPONSIBILITY WITH RESPECT TO THE GOODS OR ANY OTHER GOODS, REGARDLESS OF THE PORT OR PLACE WHERE ANY LOSS OR DAMAGE SHALL OCCUR AND WITHOUT REGARD TO WHETHER THE GOODS COVERED HEREBY OR ANY OTHER GOODS ARE HANDLED OR ARE DAMAGED DIRECTLY OR INDIRECTLY DURING ANY HANDLING AND EVEN IF THE GOODS OR OTHER GOODS ARE TRANSPORTED ON FREE IN, STOWED AND/OR FREE OUT TERMS, ALL EXEMPTIONS, LIMITATION OF AND EXONERATIONS FROM LIABILITY PROVIDED BY LAW OR BY THE TERM AND CONDITIONS HEREOF SHALL BE AVAILABLE TO ALL AGENTS, SERVANTS, EMPLOYEES, REPRESENTATIVES, ALL PARTICIPATING (INCLUDING INLAND) CARRIERS AND ALL STEVEDORES, TERMINAL OPERATORS, WAREHOUSEMEN, CRANE OPERATORS, WATCHMEN, CARPENTERS, SHIP CLEANERS, SURVEYORS AND ALL INDEPENDENT CONTRACTORS WHATSOEVER. IN CONTRACTING FOR THE FOREGOING EXEMPTIONS, LIMITATIONS OF AND EXONERATIONS FROM LIABILITY, THE CARRIER IS ACTING AS AGENT AND TRUSTEE FOR AND ON BEHALF OF ALL PERSONS DESCRIBED ABOVE, ALL OF WHOM SHALL TO THIS EXTENT BE DEEMED TO A PARTY TO THE CONTRACT EVIDENCED BY THIS BILL OF LADING, REGARDLESS FOR WHOM ACTING OR BY WHOM RETAINED AND PAID, IT BEING ALWAYS UNDERSTOOD THAT SAID BENEFICIARIES ARE NOT ENTITLED TO ANY GREATER OR FURTHER EXEMPTIONS, LIMITATIONS OF OR EXONERATIONS FROM LIABILITY THAN THOSE THAT THE CARRIER HAS UNDER THIS BILL OF LADING IN ANY GIVEN SITUATION.

C) THE CARRIER UNDERTAKES TO PROCURE SUCH SERVICES AS NECESSARY AND SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO SELECT ANY MODE OF LAND, SEA OR AIR TRANSPORT AND TO

ARRANGE

PARTICIPATION BY OTHER CARRIERS TO ACCOMPLISH THE TOTAL OR ANY PART OF THE CARRIAGE FROM PORT OF LOADING TO PORT OF DISCHARGE OR FROM PLACE OF RECEIPT TO PLACE OF DELIVERY, OR ANY COMBINATION THEREOF, EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN.

D) THE MERCHANT AGREES THAT THE CARRIER SHALL BE DEEMED TO BE A BENEFICIARY OF THE ACTUAL OCEAN-CARRIER'S BILL OF LADING AND OF ALL EXEMPTIONS, LIMITATION OF AND EXONERATIONS FROM LIABILITY THEREIN CONTAINED EBEN THOUGH THE CARRIER ACTS AS AGENT OF THE MERCHANT IN CONTRACTING WITH THE ACTUAL OCEAN CARRIER FOR THE CARRIAGE OF THE GOODS. NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL THE CARRIER BE RESPONSIBLE FOR ANY DAMAGES TO AN EXTENT GREATER THAN THE ACTUAL OCEAN CARRIER OR ANY BENEFICIARIES OF ITS BILL OF LADING.

E) NO AGENT OR SERVANT OF THE CARRIER OR OTHER PERSON OR OR CLASS NAMED IN SUBDIVISION B) HEREOF SHALL HAVE POWER TO WAIVE OR VARY ANY OF THE TERMS HEREOF UNLESS SUCH WAIVER OR VARIATION IS IN WRITING AND IS SPECIFICALLY AUTHORIZED OR RATIFIED IN WRITING BY AN OFFICER OR DIRECTOR OF THE CARRIER HAVING ACTUAL AUTHORITY TO BIND THE CARRIER TO SUCH WAIVER OR VARIATION.

7. MERCHANT'S RESPONSIBILITY: DESCRIPTION OF GOODS

A) THE DESCRIPTION AND PARTICULARS OF THE GOODS SET OUT ON

THE FACE HEREOF OR ANY DESCRIPTION PARTICULAR OR OTHER REPRESENTATION APPEARING ON THE GOODS OR DOCUMENTS RELATING THERETO ARE FURNISHED BY THE MERCHANT AND THE MERCHANT WARRANTS TO THE CARRIER THAT THE DESCRIPTION, PARTICULARS AND ANY REPRESENTATION MADE INCLUDING, BUT NOT LIMITED TO, WEIGHT, CONTENT, MEASURE, QUANTITY, QUALITY, CONDITION, MARKS, NUMBERS AND VALUE ARE CORRECT.

B) THE MERCHANT WARRANTS THAT IT HAS COMPLIED WITH ALL APPLICABLE LAWS, REGULATIONS AND REQUIREMENTS OF CUSTOMS, PORT AND OTHER AUTHORITIES AND SHALL BEAR AND PAY ALL DUTIES, TAXES FINES, IMPOSTS, EXPENSES AND LOSSES INCURRED OR SUFFERED BY REASON THEREOF OR BY REASON OF ANY ILLEGAL, INCORRECT OR INSUFFICIENT MARKING, NUMBERING, ADDRESSING OR ANY OTHER PARTICULAR RELATIVE TO THE GOODS.

C) THE MERCHANT FURTHER WARRANTS THAT THE GOODS ARE PACKED IN A MANNER ADEQUATE TO WITHSTAND THE ORDINARY RISKS OF CARRIAGE HAVING REGARD TO THEIR NATURE AND IN COMPLIANCE WITH ALL LAWS, REGULATIONS AND REQUIREMENTS WHICH MAY BE APPLICABLE.

D) NO GOODS WHICH ARE OR MAY BECOME DANGEROUS, INFLAMMABLE OR DAMAGING OR WHICH ARE OR MAY BECOME LIABLE TO DAMAGE ANY PROPERTY OR PERSON WHATSOEVER SHALL BE TENDERED TO THE CARRIER FOR CARRIAGE WITHOUT THE CARRIER'S PRIOR EXPRESS CONSENT IN WRITING AND WITHOUT THE CONTAINER OR OTHER COVERING IN WHICH THE GOODS ARE TO BE TRANSPORTED AND THE GOODS BEING DISTINCTLY MARKED ON THE OUTSIDE SO AS TO INDICATE THE NATURE AND CHARACTER OF ANY SUCH ARTICLES AND AS TO COMPLY WITH ALL APPLICABLE LAWS, REGULATIONS AND REQUIREMENTS. IF ANY SUCH ARTICLES ARE DELIVERED TO THE

CARRIER WITHOUT SUCH WRITTEN CONSENT AND MARKING OR IF  
IN  
THE OPINION OF THE CARRIER THE ARTICLES ARE OR ARE  
LIBLE TO  
BECOME OF A DANGEROUS, INFLAMMABLE OR DAMAGING NATURE,  
THE  
SAME MAY AT ANY TIME BE DESTROYED, DISPOSED OF,  
ABANDONED OR  
RENDERED HARMLESS WITHOUT COMPENSATION TO THE MERCHANT  
AND  
WITHOUT PREJUDICE TO THE CARRIER'S RIGHT TO CHARGES.  
E) THE MERCHANT SHALL BE LIABLE FOR ALL LOSS OR DAMAGE  
OF  
ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO  
CONTAMINATION, SOILING, DETENTION AND DEMURRAGE BEFORE,  
DURING AND AFTER THE CARRIAGE OF PROPERTY (INCLUDING  
BUT NOT  
LIMITED TO CONTAINERS) OF THE CARRIER OR ANNY PERSON OR  
VESSEL (OTHER THAN THE MERCHANT) CAUSED BY THE MERCHANT  
OR  
ANY PERSON ACTING ON ITS BEHALF OR FOR WHICH THE  
MERCHANT IS  
OTHERWISE RESPONSIBLE.  
F) THE MERCHANT SHALL DEFEND, INDEMINIFY, AND HOLD  
HARMLESS  
THE CARRIER AGAINST ANY LOSS, DAMAGE, CLAIM, LIABILITY  
OR  
EXPENSE WHATSOEVER ARISING FROM ANY BREACH OF THE  
PROVISIONS  
OF THIS CLAUSE 8 OR FROM ANY CAUSE IN CONNECTION WITH  
THE  
GOODS FOR WHICH THE CARRIER IS NOT REPONSIBLE.

#### 8. CONTAINERS.

A) GOODS MAY BE STUFFED BY THE CARRIER IN OR ON  
CONTAINERS  
AND GOODS MAY BE STUFFED WITH OTHER GOODS.  
B) THE TERMS AND CONDITIONS OF THIS BILL OF LADING  
SHALL  
GOVERN THE RESPONSIBILITY OF THE CARRIER IN CONNECTION  
WITH  
OR ARISING OUT OF THE SUPPLY OF A CONTAINER TO THE  
MERCHANT,  
WHETHER SUPPLIED BEFORE OF AFTER THE GOODS ARE RECEIVED

BY  
THE CARRIER OR DELIVERED TO THE MERCHANT.  
C) IF A CONTAINER HAS BEEN STUFFED BY OR ON BEHALF OF  
THE  
MERCHANT. 1. THE CARRIER SHALL NOT BE LIABLE FOR LOSS  
OF OR  
DAMAGE TO THE GOODS. i) CAUSED BY THE MANNER IN WHICH  
THE  
CONTAINER HAS BEEN STUFFED ii) CAUSED BY THE  
UNSUITABILITY  
OF THE GOODS FOR CARRIAGE IN CONTAINERS CAUSED BY THE  
UNSUITABILITY OR DEFECTIVE CONDITION OF THE CONTAINER  
PORVIDED THAT SUBDIVISION C) SHALL ONLY APPLY IF THE  
UNSUITABILITY OR DEFECTIVE CONDITION AROSE (A) WITHOUT  
ANY  
WANT OF DUE DILIGENCE ON THE PART OF THE CARRIER OR (B)  
WOULD HAVE BEEN APPARENT UPON REASONABLE INSPECTION BY  
THE  
MERCHANT OR PRIOR TO THE TIME WHEN THE CONTAINER WAS  
STUFFED  
AND SECURED AND PRIOR TO ITS LOCKING AND/OR SEALING; IF  
THE  
CONATAINER IS NOT SEALED AT THE COMMENCEMENT OF THE  
CARRIAGE  
EXCEPT WHERE THE CARRIER HAS AGREED TO SEAL THE  
CONTAINER.  
2. THE MERCHANT SHALL DEFEND, INDEMNITY AND HOLD  
HARMLESS  
THE CARRIER AGAINST ANY LOSS, DAMAGE, CLAIM, LIABILITY  
OR  
EXPENSE WHATSOEVER ARISING FROM ONE OR MORE OF THE  
MATTERS  
COVERED BY C) 1. 3. WHERE THE CARRIER IS INSTRUCTED  
TO  
PROVIDE A CONTAINER, IN THE ABSENCE OF A WRITTEN  
REQUEST TO  
THE CONTRARY, THE CARRIER IS ONLY OBLIGED TO PROVIDE A  
DRY  
CONTAINER, I.E. WITHOUT TEMPERATURE OR ATMOSPHERE  
CONTROL,  
AND IS NOT UNDER AN OBLIGATION TO PROVIDE A CONTAINER  
OF ANY  
OTHER TYPE OR QUALITY.  
9. CONTAINERIZED CARGO.

GOODS MAY BE STOWED BY THE CARRIER IN CONTAINERS, AND CONTAINERS, WHETHER STOWED BY THE CARRIER OR RECEIVED FULLY STOWED, MAY BE CARRIED ON OR UNDER DECK WITHOUT NOTICE, AND THE MERCHANT EXPRESSLY AGREED THAT CARGO STOWED IN A CONTAINER AND CARRIED ON DECK IS CONSIDERED FOR ALL LEGAL PURPOSES TO BE CARGO STOWED UNDER DECK. GOODS STOWED IN CONTAINERS ON DECK SHALL BE SUBJECT TO THE LEGISLATION REFERRED TO IN CLAUSE 4, HEREOF AND WILL CONTRIBUTE IN GENERAL AVERAGE AND RECEIVE COMPENSATION IN GENERAL AVERAGE, AS THE CASE MAY BE.

10. CONTAINERS WITH HEATING OR REEFER APPARATUS. CONTAINERS WITH THE TEMPERATURE OR ATMOSPHERE CONTROL APPARATUS FOR HEATING, REFRIGERATION OR OTHERWISE WILL NOT BE FURNISHED UNLESS CONTRACTED FOR EXPRESSLY IN WRITING AT THE TIME OF BOOKING AND, WHEN FURNISHED, MAY ENTAIL INCREASED CHARGES. IN THE ABSENCE OF AN EXPRESS REQUEST, IT SHALL BE CONCLUSIVELY PRESUMED THAT THE USE OF A DRY CONTAINER IS APPROPRIATE FOR THE GOODS. MERCHANT MUST PROVIDE CARRIER WITH DESIRED TEMPERATURE RANGE IN WRITING AT TIME OF BOOKING AND INSERT SAME ON THE FACE SIDE OF THE BILL OF LADING, AND WHERE SO PROVIDED, CARRIER IS TO EXERCISE DUE DILIGENCE TO MAINTAIN THE TEMPERATURE WITHIN A REASONABLE RANGE WHILE THE CONTAINERS ARE IN THE CARE, CUSTODY AND/OR CONTROL OF ANY PARTICIPATING CARRIER OR INDEPENDENT CONTRACTOR. THE CARRIER DOES NOT ACCEPT ANY RESPONSIBILITY FOR THE FUNCTIONING OF TEMPERATURE OR ATMOSPHERE-CONTROLLED CONTAINERS NOT OWNED OR ISSUED BY CARRIER OR FOR LATENT DEFECTS NOT DISCOVERABLE BY THE EXERCISE OF DUE DILIGENCE.

WHERE THE CONTAINER IS STUFFED OR PARTICULARLY STUFFED BY OR ON BEHALF OF THE MERCHANT, THE MERCHANT WARRANTS THAT IT HAS PROPERLY PRE-CODED THE CONTAINER THAT THE GOODS HAVE BEEN PROPERLY STUFFED AND SECURED WITHIN THE CONTAINER AND THAT IN TEMPERATURE CONTROLS HAVE BEEN PROPERLY SET PRIOR TO DELIVERY OF THE CONTAINER TO THE CARRIER, ITS AGENTS, SERVANTS, OR ANY PARTICIPATING CARRIER OR INDEPENDENT CONTRACTOR. THE MERCHANT ACCEPTS RESPONSIBILITY FOR ALL DAMAGE OR LOSS OF WHATSOEVER NATURE RESULTING FROM A BREACH OF ANY OF THESE WARRANTIES, INCLUDING BUT NOT LIMITED TO OTHER CARGO CONSOLIDATED IN THE CONTAINER WITH THE MERCHANT'S GOODS OR TO ANY OTHER CARGO, PROPERTY OR PERSON DAMAGED OR INJURED AS A RESULT THEREOF, AND THE MERCHANT AGREED TO DEFEND, INDEMNITY AND HOLD THE CARRIER, ITS AGENT, SERVANTS, PARTICIPATING CARRIERS AND INDEPENDENT CONTRACTORS HARMLESS FROM AND AGAINST ALL CLAIMS, SUITS, PROCEEDINGS AND OTHER CONSEQUENCES THEREOF REGARDLESS OF THEIR NATURE AND MERIT.

11. OPTION OF INSPECTION

THE CARRIER AND ANY PARTICIPATING CARRIER SHALL BE ENTITLED, BUT UNDER NO OBLIGATION, TO OPEN ANY CONTAINER AT ANY TIME AND TO INSPECT THE CONTENTS. IF IT THERE UPON APPEARS THAT THE CONTENTS OR ANY PART THEREOF CANNOT SAFELY OR PROPERLY BE CARRIED OR CARRIER FURTHER, EITHER AT ALL OR WITHOUT INCURRING ANY ADDITIONAL EXPENSE, THE CARRIER AND PARTICIPATING CARRIER MAY ABANDON THE TRANSPORTATION THEREOF AND/OR TAKE ANY MEASURES AND/OR INCUR ANY REASONABLE

ADDITIONAL EXPENSES TO CONTINUE THE CARRIAGE OR TO STORE THE GOODS, WHICH STORAGE SHALL BE DEEMED TO CONSTITUTE DUE DELIVERY UNDER THIS BILL OF LADING. THE MERCHANT SHALL INDEMNIFY THE CARRIER AGAINST ANY REASONABLE ADDITIONAL CHARGES SO INCURRED.

12. DECK CARGO

DECK CARGO (EXCEPT THAT CARRIED IN CONTAINER ON DECK) AND LIVE ANIMALS ARE RECEIVED AND CARRIED SOLELY AT MERCHANT'S RISK (INCLUDING ACCIDENT OR MORTALITY OF ANIMALS), AND THE CARRIER WILL NOT IN ANY EVENT BE LIABLE FOR ANY LOSS OR DAMAGE TO OR FROM WHICH HE IS EXEMPT, IMMUNE OR EXONERATED BY THE APPLICABLE LAW, OR FROM ANY OTHER CAUSE WHATSOEVER NOT DUE TO THE FAULT OF THE CARRIER, ANY WARRANTY OF SEAWORTHINESS IN THE PREMISES BEING HEREBY WAIVED, AND THE BURDEN OF PROVIDING LIABILITY BEING IN ALL RESPECTS UPON THE MERCHANT. EXCEPT AS MAY BE OTHERWISE PROVIDED, SUCH SHIPMENTS SHALL BE DEEMED GOODS AND SHALL BE SUBJECT TO ALL TERMS AND CONDITIONS OF THIS BILL OF LADING.

13. METHODS AND ROUTES OF TRANSPORTATION: LIBERTIES. WITH RESPECT TO THE GOODS OR CONTAINERS OR OTHER PACKAGES,

THE CARRIER MAY AT ANY TIME AND WITHOUT NOTICE TO THE MERCHANT: A) USE ANY MEANS OF TRANSPORTATION (WATER, LAND AND/OR AIR) OR STORAGE WHATSOEVER. B) FORWARD, TRANSHIP OR CONTAIN ON BOARD OR CARRY ON ANOTHER VESSEL OR CONVOYANCE OR BY ANY OTHER MEANS OF TRANSPORT THAN THAT NAMED THE REVERSE SIDE HEREOF. C) CARRY GOODS ON OR UNDER DECK AT ITS OPTION, D) PROCEED BY ANY ROUTE IN ITS SOLE AND ABSOLUTE DISCRETION AND WHETHER THE NEAREST MOST DIRECT,

CUSTOMERARY  
OR ADVERTISED ROUTE OR IN OR OUT OF GEOGRAPHICAL  
ROTATION,  
E) PROCEED TO STAY AT ANY PLACE WHATSOEVER ONCE OR MORE  
OFTEN AND IN ANY ORDER OR OMIT CALLING AT ANY PORT,  
WHETHER  
SCHEDULED OR NOT, F) STORE, VANNED OR DEVANNED, AT ANY  
PLACE  
WHATSOEVER, A SHORE OR AFLOAT, IN THE OPEN OR COVERED;  
G)  
PROCEED WITH OR WITHOUT PILOTS, H) CARRY LIVESTOCK,  
CONTRABAND, EXPLOSIVES, MUNITIONS, WARLIKE STORED,  
DANGEROUS  
OR HAZARDOUS GOODS OR GOODS OF ANY AND ALL KINDS, I)  
DRYDOCK  
OR STOP AT ANY UNSCHEDULED OR UNADVERTISED PORT FOR THE  
BUNKERS, REPAIRS OR FOR ANY PURPOSE WHATSOEVER; J)  
DISCHARGE  
AND REQUIRE THE MERCHANT TO TAKE DELIVERY, VANNED OR  
DEVANNED, K) COMPLY WITH ANY ORDERS, DIRECTIONS OR  
RECOMMENDATIONS GIVEN BY ANY GOVERNMENT OR AUTHORITY OR  
BY  
ANY PERSON OR BODY ACTING OR PURPORTING TO ACT WITH THE  
AUTHORITY OF ANY GOVERNMENT OR AUTHORITY OR HAVING  
UNDER THE  
TERMS OF THE INSURANCE ON THE VESSEL OR OTHER  
CONVOYENCE  
EMPLOYED BY THE CARRIER THE RIGHT TO GIVE SUCH ORDERS,  
DIRECTIONS OR RECOMMENDATIONS L) TAKE ANY OTHER STEPS  
OR  
PRECAUTIONS AS MAY APPEAR REASONABLE TO THE CARRIER  
UNDER  
THE CIRCUMSTANCES. THE LIBERTIES SET OUT IN  
SUBDIVISIONS A)  
THROUGH L) MAY BE INVOKED FOR ANY PURPOSE WHATSOEVER  
EVEN IF  
NOT CONNECTED WITH THE CARRIAGE COVERED BY THIS BILL OF  
LADING, AND ANY ACTION TAKEN OR OMITTED TO BE TAKEN,  
AND ANY  
DELAY ARISING THEREFROM, SHALL BE DEEMED TO BE WITHIN  
THIS  
CONTRACTUAL AND COMTEMPLATED CARRIAGE AND NOT BE AN  
UNREASONABLE DEVIATION. IN NO CIRCUMSTANCES WHATSOEVER  
SHALL

THE CARRIER BE LIABLE FOR DIRECT, INDIRECT OR  
CONSEQUENTIAL  
LOSS OR DAMAGE CAUSED BY DELAY.

14. MATTERS AFFECTING PERFORMANCE.

A) IF AT ANY TIME THE CARRIAGE IS OR IS LIKELY TO BE  
AFFECTED BY AND HINDERANCE, RISK, DELAY, DIFFICULTY OR  
DISADVANTAGE OF ANY KIND (INCLUDING THE CONDITION OF  
THIS  
GOODS), WHENSOEVER AND HOWSOEVER ARISING (WHETHER OR  
NOT THE  
CARRIAGE HAS COMMENCED), THE CARRIER MAY WITHOUT NOTICE  
TO  
THE MERCHANT ABANDON THE CARRIAGE OF THE GOODS AND  
WHERE  
REASONABLY POSSIBLE PLACE THE GOODS OR ANY PART OF THEM  
AT  
THE MERCHANT'S DISPOSAL AT ANY PLACE WHICH THE CARRIER  
MAY  
DEEM IS SAFE AND CONVENIENT WHEREUPON THE  
RESPONSIBILITY OF  
THE CARRIER IN RESPECT OF SUCH GOODS SHALL CEASE,  
WITHOUT  
PREJUDICE TO THE CARRIER'S RIGHT SUBSEQUENTLY TO  
ABANDON THE  
CARRIAGE UNDER ABOVE, CONTINUE THE CARRIGE; TAKE ANY  
AND ALL  
STEPS SET FORTH IN CLAUSE 13, HEREOF. B) THE LIABILITY  
OF  
THE CARRER WITH RESPECT TO THE GOODS SHALL CEASE ON THE  
DELIVERY OR OTHER DISPOSITION OF THE GOODS IN  
ACCORDANCE  
WITH THE ORDER OR RECOMMENDATIONS GIVEIN BY ANY  
GOVERNMENT  
OR AUTHORITY OR ANY PERSON ACTING OR PURPORTING TO ACT  
AS OR  
ON BEHALF OF SUCH GOVERNMENT OR AUTHORITY. C) IN ANY  
EVENT  
THE CARRIER SHALL BE ENTITLED TO FULL CHARGES ON GOODS  
RECEIVED FOR CARRIAGE AND THE MERCHANT SHALL PAY ANY  
ADDITIONAL COSTS RESULTING FROM THE ABOVE MENTIONED  
CIRCUMSTANCES.

15. DELIVERY.

IF DELIVERY OF THE GOODS OR CONTAINERS OR OTHER

PACKAGES OR  
ANY PART THEREOF IS NOT TAKEN BY THE MERCHANT WHEN AND  
WHERE  
AND AT SUCH TIME AND PLACE AS THE CARRIER IS ENTITLED  
TO  
HAVE THE MERCHANT TAKE DELIVERY THEY SHALL BE  
CONSIDERED TO  
HAVE BEEN DELIVERED TO THE MERCHANT, AND THE CARRIER  
MAY,  
AT ITS OPTION, SUBJECT TO ITS LIEN AND WITHOUT NOTICE,  
ELECT TO HAVE SAME REMAIN WHERE THEY ARE OR SENT TO A  
WAREHOUSE OR OTHER PLACE, ALWAYS AT THE RISK AND  
EXPENSE OF  
THE MERCHANT AND GOODS. IF THE GOODS ARE STOWED WITHIN  
A  
CONTAINER OWNED OR LEASED BY THE CARRIER, THE CARRIER  
SHALL BE ENTITLED TO DEVAN THE CONTENTS OF ANY SUCH  
CONTAINER WHEREUPON THE GOODS SHALL BE CONSIDERED TO  
HAVE BEEN DELIVERED TO THE MERCHANT AND THE CARRIER  
MAY, AT  
ITS OPTION, SUBJECT TO ITS LIEN AND NOTICE, ELECT TO  
HAVE  
SAME REMAIN WHERE THEY ARE OR SENT TO A WAREHOUSE OR  
OTHER  
PLACE, ALWAYS AT THE RISK AND EXPENSE OF THE MERCHANT  
AND  
GOODS.

16. CHARGES, INCLUDING FREIGHT.  
THE CHARGES PAYABLE HEREUNDER HAVE BEEN CALCULATED ON  
THE  
BASIS OF PARTICULARS FURNISHED BY OR ON BEHALF OF THE  
MERCHANT. THE CARRIER SHALL, AT ANY TIME, BE OMITTED TO  
INSPECT, REWEIGH, REMEASURE OR REVALUE THE CONTENTS  
AND, IF  
ANY OF THE PARTICULARS FURNISHED BY THE MERCHANT ARE  
FOUND  
TO BE INCORRECT THE CHARGES SHALL BE ADJUSTED  
ACCORDINGLY,  
AND THE MERCHANT SHALL BE RESPONSILBLE TO PAY THE  
CORRECT  
CHARGES AND ALL EXPENSES INCURRED BY THE CARRIER IN  
CHECKING  
SAID PARTICULARS OR ANY OF THEM. CHARGES SHALL BE  
DEEMED

EARNED ON ACCEPTANCE OF THE GOODS OR CONTAINERS OR OTHER PACKAGES FOR SHIPMENT BY THE CARRIER AND SHALL BE PAID BY THE MERCHANT IN FULL, WITHOUT ANY OFFSET, COUNTER CLAIM OR DEDUCTION, CARGO AND/OR VESSEL OR OTHER CONVEYANCE LOST OR NOT LOST, AND SHALL BE NON-REFUNDABLE IN ANY EVENT. THE MERCHANT SHALL REMAIN RESPONSIBLE FOR ALL CHARGES, REGARDLESS WHETHER THE BILL OF LADING STATES, IN WORDS OR SYMBOLS, THAT IT IS "PREPAID", TO BE "PREPAID" OR "COLLECT". IN ARRANGING FOR ANY SERVICES WITH RESPECT TO THE GOODS, THE CARRIER SHALL BE CONSIDERED THE EXCLUSIVE AGENT OF THE MERCHANT FOR ALL PURPOSES AND ANY PAYMENT OF CHARGES TO OTHER THAN THE CARRIER SHALL NOT, IN ANY EVENT, BE CONSIDERED PAYMENT TO THE CARRIER. THE MERCHANT SHALL DEFEND, INDEMNIFY AND HOLD THE CARRIER, ANY PARTICIPATING CARRIER, INDEPENDENT CONTRACTOR, THEIR AGENTS AND SERVANTS, HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGES AND EXPENSE WHICH MAY BE SUSTAINED OR INCURRED RELATIVE TO THE ABOVE.

17. CARRIER'S LIEN.

THE CARRIER SHALL HAVE A LIEN ON THE GOODS, INCLUSIVE OF ANY CONTAINER OWNED OR LEASED BY THE MERCHANT, AS WELL AS ON ANY CHARGES DUE ANY OTHER PERSON, AND ANY DOCUMENTS RETAINING THERETO, WHICH LIEN SHALL SURVIVE DELIVERY, FOR ALL SUMS DUE UNDER THIS CONTRACT OR ANY OTHER CONTRACT OR UNDERTAKING TO WHICH THE MERCHANT WAS PARTY OR OTHERWISE INVOLVED, INCLUDING, BUT NOT LIMITED TO, GENERAL AVERAGE

CONTRIBUTIONS, SALVAGE AND THE COST OF RECOVERING SUCH SUMS,  
INCLUSIVE OF ATTORNEY FEES. SUCH LIEN MAY BE ENFORCED BY  
THE CARRIER BY PUBLIC OR PRIVATE SALE AT THE EXPENSE OF  
AND  
WITHOUT NOTICE TO THE MERCHANT. THE MERCHANT AGREES TO  
DEFEND, INDEMNIFY AND HOLD THE CARRIER, ANY  
PARTICIPATING  
CARRIER, INDEPENDENT CONTRACTOR, THEIR AGENT AND  
SERVANTS,  
HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS DAMAGE OR  
EXPENSE WHICH MAY BE SUSTAINED OR INCURRED BY THE  
CARRIER  
RELATIVE TO THE ABOVE AND THE MERCHANT AGREES TO SUBMIT  
TO  
THE JURISTICSTION OF ANY COURT, TRIBUNAL OR OTHER BODY  
BEFOR  
WHOM THE CARRIER MAY BE BROUGHT, WHETHER SAID  
PROCEEDING IS  
OF A CIVIL OR CRIMINAL NATURE.

18. 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. ACKNOWELDGEMENT  
OF  
RECEIPT OF THE GOODS IN APPARENT GOODS ORDER AND  
CONDITION  
IS NOT A REPRESENTATION THAT SUCH CONDITION OF RUST,  
OXIDATION OR THE LIKE DID NOT EXIST ON RECEIPT.

19. BOTH-TO-BLAME COLLISION.

IF THE VESSEL ON WHICH THE GOODS ARE CARRIED (THE  
CARRYING  
VESSEL) COMES INTO COLLISION WITH ANY OTHER VESSEL OR  
OBJECT  
(THE NON-CARRYING VESSEL OR OBJECT AS A RESULT OF THE  
NEGLIGENCE OF THE NON-CARRYING VESSEL OR OBJECT OR THE  
OWNER  
OF, CHARACTER OF OR PERSON RESPONSIBLE FOR THE NON-  
CARRYING  
VESSEL OR OBJECT, THE MERCHANT UNDERTAKES TO DEFEND,

INDEMNIFY AND HOLD HARMLESS TO THE CARRIER AGAINST ALL CLAIMS BY OR LIABILITY TO (AND ANY EXPENSES ARISING THEREFROM) ANY VESSEL OR PERSON IN RESPECT OF ANY LOSS OF OR DAMAGE TO, ANY CLAIM WHATSOEVER OF THE MERCHANT PAID OR PAYABLE TO THE MERCHANT BY THE NON-CARRYING VESSEL OR OBJECT OR THE OWNER OF, CHARACTER OF OR PERSON RESPONSIBLE FOR THE NON-CARRYING VESSEL OR OBJECT AND SET OFF, RECOUPED OR RECOVERED BY SUCH VESSEL, OBJECT OR PERSON AGAINST THE CARRIER, THE CARRYING VESSEL OR HER OWNERS OR CHARATERS. THIS PROVISION IS TO REMAIN IN EFFECT IN OTHER JURISTICATIONS, EVEN IF UNENFORCEABLE IN THE COURT OF THE UNITED STATES.

20. GENERAL AVERAGE.

A) THE CARRIER MAY DECLARE GENERAL AVERAGE WHCICH SHALL BE ADJUSTED ACCORDING TO THE YORK/ANTWERP RULES OF 1994 AND ALL SUBSEQUENT AMENDMENTS FROM TIME MADE, AT ANY PLACE AT THE OPTION OF THE CARRIER AND AMENDED JASON CLAUSE AS APPROVED BY BIMCO IS TO BE CONSIDERED AS INCORPORATED HEREIN, AND THE MERCHANT SHALL PROVIDE SUCH SECURITY AS MAY BE REQUIRED BY THE CARRIER IN THIS CONNECTION. B) NOTWITHSTANDING A) ABOVE, THE MERCHANT SHALL CLAIM (AND ANY EXPENSE ARISING THEREFROM) OF A GENERAL AVERAGE NATURE WHICH MAY BE MADE AGAINST THE CARRIER AND/OR ANY PARTICIPATING CARRIER AND SHALL PROVIDE SUCH SECURITY AS MAY BE REQUIRED BU THE CARRIER IN THIS CONNECTION. C) NEITHER THE CARRIER NOR ANY PARTICIPATING CARRIER SHALL BE UNDER ANY OBLIGATION TO TAKE ANY STEPS

WHATSOEVER TO COLLECT ACCURACY FOR GENERAL AVERAGE CONTRIBUTIONS DUE TO THE MERCHANT.

21. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN THE CLAUSE OR ELSEWHERE IN

THIS BILL OF LADING, IN CASE OF ANY LOSS OR DAMAGE TO OR IN

CONNECTION WITH CARGO EXCEEDING IN ACTUAL VALUE THE EQUIVALENT OF \$500 LAWFUL MONEY OF THE UNITED STATES, PER

PACKAGE, OR IN CASE OF CARGO NOT SHIPPED IN PACKAGES, PER

SHIPPING UNIT, THE VALUE OF THE CARGO 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 OR PRO RATA

IN CASE OF PARTIAL LOSS OR DAMAGE, UNLESS THE NATURE OF THE

CARGO AND VALUATION HIGHER THAN \$500 PER PACKAGE OR PER SHIPPING UNIT SHALL HAVE BEEN DECLARED BY THE MERCHANT BEFORE SHIPMENT AND INSERTED IN THIS BILL OF LADING, AND

EXTRA FREIGHT PAID IF REQUIRED. IN SUCH CASE, IF THE ACTUAL

VALUE OF THE CARGO 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. THE WORDS "SHIPPING UNIT" SHALL MEAN SUCH PHYSICAL UNIT (E.G. CONTAINER, BUNDLE, PALLET, ETC) OR PLACE OF CARGO NOT SHIPPED IN A PACKAGE, INCLUDING ARTICLES OR THINGS OF ANY

DESCRIPTION WHATSOEVER, EXCEPT CARGO SHIPPED IN BULK, AND

IRRESPECTIVE OF THE WEIGHT OR MEASUREMENT UNIT EMPLOYED IN

CALCULATING FREIGHT AND RETAINED CHARGES. AS TO CARGO SHIPPED IN BULK, THE LIMITATION APPLICABLE THERETO

SHALL BE  
THE LIMITATION PROVIDED IN SECTION 1304(5) OF COGSA, OR  
SUCH  
OTHER LEGISLATION, CONVENTION OR LAW AS MAY BE  
APPLICABLE,  
AND IN NO EVENT SHALL ANYTHING HEREIN BE CONTINUED AS A  
WAIVER OF LIMITATION, AS TO CARGO SHIPPED IN BULK.  
WHERE A  
CONTAINER IS NOT STUFFED BY OR ON BEHALF OF THE CARRIER  
OR  
THE PARTIES CHARACTERIZED IN CONTAINER AS A PACKAGE OR  
A  
LUMP SUM FREIGHT IS ASSESSED, IN ANY OF THESE EVENTS,  
EACH  
INDIVIDUAL SUCH CONTAINER, INCLUDING IN EACH INTEREST  
ITS  
CONTENTS, SHALL BE DEEMED A SINGLE PACKAGE AND  
CARRIER'S  
LIABILITY LIMITED TO \$500 WITH RESPECT TO EACH SUCH  
PACKAGES, EXCEPT AS OTHERWISE PROVIDED IN THIS CLAUSE  
OR  
ELSE WHERE IN THIS BILL OF LADING WITH RESPECT TO EACH  
SUCH  
PACKAGE. IN THE EVENT THIS PROVISION SHOULD BE HELD  
INVALID  
DURING THAT PERIOD IN WHICH COMPULSORY LEGISLATION  
SHALL  
APPLY OF ITS OWN FORCE AND EFFECT, SUCH AS DURING THE  
TACKLE-TO-TACKLE PERIOD, IT SHALL NEVERTHELESS APPLY  
DURING  
ALL NON-COMPULSORY PERIODS SUCH AS, BUT NOT LIMITED TO,  
ALL  
PERIODS PRIOR TO LOADING AND SUBSEQUENT TO DISCHARGE  
FROM  
THE VESSEL FOR WHICH THE CARRIER REMAINS RESPONSIBLE.  
WHERE  
COMPULSORILY APPLICABLE SITUATION PROVIDES A LIMITATION  
LESS  
THAN \$500 PER PACKAGE OR SHIPPING UNIT, SUCH LESSER  
LIMITATIONS SHALL APPLY AND NOTHING HEREIN CONTAINED  
SHALL  
BE CONSTRUED AS A WAIVER OF A LIMITATION LESS THAN  
\$500.  
FURTHER, WHERE A LESSER MONETARY LIMITATION IS

APPLICABLE,  
SUCH AS DURING HANDLING BY A PARTICIPATING CARRIER OR  
INDEPENDENT CONTRACTOR AND DAMAGE OCCURS DURING ITS OR  
THEIR  
PERIOD OF CARE, CUSTODY, CONTROL AND/OR RESPONSIBILITY,  
THE  
CARRIER SHALL BE ENTITLED TO AVAIL ITSELF OF SUCH  
LESSER  
LIMITATIONL.

22. NOTICE OF CLAIM, TIME FOR SUIT.  
AS TO ANY LOSS OR DAMAGE OCCURENCE TO HAVE OCCURRED  
DURING  
THE CARRIER'S PERIOD OF RESPONSIBILITY, THE CARRIER  
MUST BE  
NOTIFIED IN WRONG OR ANY LOSS OR DAMAGE RO CLAIM BEFORE  
OR  
AT THE TIME OF DISCHARGE/REMOVAL OF THE GOODS BY THE  
MERCHANT OR, IF THE LOSS OR DAMAGE IS NOT THEN  
APPARENT,  
WITHIN 3 CONSECUTIVE DAYS AFTER DISCHARGE/DELIVERY OR  
THE  
DAY WHEN THE GOODS SHOULD HAVE BEEN  
DISCHARGED/DELIVERED. IF  
NOT SO NOTIFIED, DISCHARGE, REMOVAL OR DELIVERY  
DEPENDING  
UPON THE LAWS APPLICABLE SHALL BE PRIMA FACIE EVIDENCE  
OF  
DISCHARGE/DELIVERY IN GOOD ORDER BY THE CARRIER OF  
GOODS.  
IN ANY EVENT, THE CARRIER SHALL BE DISCHARGED FROM ALL  
LIABILITY OF WHATSOEVER NATURE UNLESS SUIT IS BROUGHT  
WITHIN 5 YEAR AFTER DELIVERY OF THE GOODS OR THE DATE  
WHEN  
THE GOODS SHOULD HAVE BEEN DELIVERED PROVIDED HOWEVER,  
THAT  
IF ANY CLAIM SHOULD ARISE DURING A PART OF THE  
TRANSPORT  
WHICH IS SUBJECT BY APPLICABLE LAW AND/OR CONTRACT TO A  
SHORTER PERIOD OR NOTICE OF CLAIM OR COMMENCEMENT OF  
SUIT,  
ANY LIABILITY WHATSOEVER OF THE CARRIER SHALL CEASE  
UNLESS  
PROPER CLAIM IS MADE IN WRITING AND SUIT IS BROUGHT

WITHIN  
SUCH SHORTER PERIOD. SUIT SHALL NO BE DEEMED "BROUGHT"  
UNLESS JURISDICTION SHALL HAVE PROCESS OR BY AN  
AGREEMENT TO  
APPEAR. IN THE EVENT THIS PROVISION SHOULD BE HELD  
INVALID  
DURING THAT PERIOD IN WHICH COMPULSORY LEGISLATION  
SHALL  
APPLY OF ITS OWN FORCE AND EFFECT, SUCH AS DURING THE  
TACKLE-TO-TACKLE PERIOD, IT SHALL NEVERTHELESS APPLY  
DURING  
THE NON-COMPULSORY PERIODS DURING WHICH THE CARRIER  
REMAINS  
RESPONSIBLE.

23. NON-WAIVER AND SEPARABILITY.  
NOTHING IN THE BILL OF LADING SHALL OPERATE TO DEPRIVE  
THE  
CARRIER OF ANY STATUTORY PROTECTION OR ANY DEFENCE,  
IMMUNITY, EXEMPTION, LIMITATION OF OR EXONERATION FROM  
LAIBILITY CONTAINED IN THE LAWS OF THE UNITED STATES,  
OR OF  
ANY OTHER COUNTRY WHOSE LAWS MAY BE APPLICABLE. THE  
TERMS  
AND CONDITIONS OF THIS BILL OF LADING (INCLUDING ALL  
THE  
TERMS AND CONDITIONS OF THE CARRIERS APPLICABLE TARIFF  
OR  
TARIFFS, INCORPORATED HEREIN BY VIRTUE OF CLAUSE 2  
ABOVE)  
SHALL BE SEPARABLE, AND IN ANY PART OF TERM HEREOF  
SHALL BE  
HELD INVALID, SUCH HOLDING SHALL NOT AFFECT THE  
VALIDITY OF  
ENFORCEABILITY OF ANY OTHER PART OF TERM HEREOF.