

TERMS AND CONDITIONS
(Large Print Available on Request)

1. DEFINITIONS

"**Carrier**" means COSCO SHIPPING Lines Co., Ltd. located at 378, Dongdaming Road, Shanghai 200080, P. R. China.

"**Carriage**" means the whole or any part of the operations and services whatsoever undertaken by the Carrier in respect of the Goods covered under this Bill of Lading.

"**Bill of Lading**" means the present document, whether issued as a Bill of Lading or a Sea Waybill, and whether issued in paper or electronically.

"**Merchant**" includes the Consignor, the Shipper, the Receiver, the Consignee, the Owner of the Goods, the Holder or Endorsee of this Bill of Lading, any Person owing, entitled to or claiming the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such person.

"**Holder**" means any person for the time being in possession of this Bill of Lading or to whom rights of suit and/or liability under this bill of lading have been transferred or vested.

"**Vessel**" includes the Vessel(s) named in this Bill of Lading or any substitute therefor, and any feeder vessel, lighter or barge used by or on behalf of the Carrier in connection with any waterborne carriage.

"**Subcontractor**" includes owners, managers, operators and charterers of vessels (other than the Carrier), stevedores, terminal, warehouse, depot and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the performance of the carriage and any sub-Subcontractor thereof. The expression Subcontractor shall include direct and indirect Subcontractors and their respective servants, agents or Subcontractors.

"**Goods**" means the whole or any part of the cargo received from the Merchant and includes any Container not supplied by or on behalf of the Carrier.

"**Package**" means for limitation purposes the largest unit into which the Goods are packaged or consolidated by the Merchant including any palletized and/or assemblage of cartons for the convenience of the Merchant.

"**Container**" includes any Container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the transportation of the Goods.

"**Freight**" includes all charges payable to the Carrier in accordance with the applicable Tariffs and this Bill of Lading.

"**U.S. COGSA**" refers to the Carriage of Goods by Sea Act of the United States approved April 16, 1936.

"**Terms and Conditions**" means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties hereof.

2. WARRANTY

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

3. CARRIER'S TARIFF

The Terms and Conditions of the Carrier's applicable Tariff and other requirements regarding charges are incorporated into this Bill of Lading. Particular attention is drawn to the Terms and Conditions contained therein, including, but not limited to, free storage time, Container and vehicle demurrage and detention etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agents upon request. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

4 SUBCONTRACTING, INDEMNITY AND CERTAIN DEFENSES, EXEMPTIONS AND LIMITATIONS

(1) The Carrier shall be entitled to sub-contract at any time and on any terms whatsoever the whole or any part of the carriage with any Subcontractor and/or to substitute any other vessel or means of transport for the Vessel, including liberty to further sub-contract.

(2) The Merchant agrees that no claim or legal action whatsoever shall be made or brought against any person by whom the carriage is performed or undertaken (including, but not limited to, the Carrier's servants, agents or Subcontractors) other than the Carrier. Should any such claim or legal action nevertheless be made or brought, the Merchant undertakes to indemnify the Carrier against all consequences thereof including legal expenses on a full indemnity basis. Without prejudice to the foregoing, every such person or vessel, including, but not limited to, the Carrier's servants, agents, or Subcontractors as defined in Clause 1 above, shall have the benefit of every exemption, defense and limitation herein contained applicable to the Carrier, in contract or in tort, as if such provision were expressly contracted for its benefit, and, in entering into this contract, the Carrier, to the extent of such exemptions, defenses and limitations, does so not only on its behalf, but also as an agent and trustee for such person or vessel.

5 CARRIER'S RESPONSIBILITY

(1) Port to Port Shipment If box 4, box 5 and/or box 9 without any inserted, or the place(s) or port(s) indicated therein is/are same as the place(s) or port(s) that indicated in box 7 and box 8 on the front of this Bill of Lading, this Bill of Lading is a Port-to-Port contract. The Carrier shall be responsible for the Goods as Carrier from the time when the Goods are received by the Carrier at the Port of Loading until the time of delivery thereof at the port of discharge to the Merchant or to the Authority as

required by local laws or regulations, whichever occurs earlier.

(2) Combined Transport If box 4, box 5 and/or box 9 are filled in on the front of this Bill of Lading and the place(s) or port(s) indicated therein is/are place(s) or port(s) other than that indicated in box 7 and box 8 and Freight is paid for combined transport, this Bill of Lading is a combined transport contract. The Carrier undertakes to arrange or procure the pre-carriage and/or on-carriage segments of the combined transport. All claims arising from the combined transport carriage must be filed with the Carrier within 9 months after the delivery of the Goods or the date when the Goods should have been delivered, failing which the Carrier shall be discharged from all liabilities whatsoever in respect of the Goods. If any payment is made by the Carrier to the Merchant in respect of any claim arising from the combined transport carriage, the Carrier shall be automatically subrogated to or given all rights of the Merchant against all others including pre-carrier or on-carrier or Subcontractor on account of such loss or damage. Nothing herein contained shall be deemed a waiver of any rights that the Carrier may have against a pre-carrier or on-carrier or Subcontractor for indemnity or otherwise.

6. NOTICE OF CLAIM AND TIME BAR

(1) Unless notice of loss or damage is given in writing to the Carrier's agent at the Port of Discharge or Place of Delivery before or on the date of delivery of the Goods, or if loss or damage is not apparent, within 15 consecutive days thereafter, such delivery shall be prima facie evidence of the delivery of the Goods by the Carrier and/or on-carrier in the order and condition described in this Bill of Lading.

(2) The Carrier, its servants, agents and Subcontractors shall be discharged from all liabilities whatsoever unless suit is brought within **one** year after the delivery of the Goods or the date when the Goods should have been delivered.

7. LOSS OR DAMAGE

(1) The Terms and Conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the carriage of the Goods not only during the carriage, but also during the period prior to and/or subsequent to the carriage. The exemptions from liability, defenses and limitation of liability provided for herein or otherwise shall apply in any action against the Carrier for loss or damage or delay, howsoever occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract. Save as is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage or loss of profits.

(2) The Carrier does not undertake that the Goods will be transported from or loaded at the place of receipt or loading or will arrive at the place of discharge, destination or transshipment aboard any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. Scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed if the Carrier shall find it necessary, prudent or convenient. The Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.

(3) If the stage of the combined transport during which loss or damage occurred can be determined, the liability of the Carrier shall be governed by the national law(s) and/or international convention(s) applicable thereto. If the stage of the combined transport during which loss or damage occurred cannot be determined, the Merchant and the Carrier agree that it shall be deemed that the loss or damage occurred aboard the Carrier's Vessel. In either case, clauses 6(2) and 8 shall apply.

8. LIMITATION OF LIABILITY

(1) Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods plus Freight and insurance if paid. The value of the Goods shall be determined by the lowest price with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the reasonable value of goods of the same kind and/or quality.

(2) Save as is provided in clause 8(3):

(a) this Bill of Lading shall be subject to the provisions of the law as provided for in Clause 27(1). The Carrier shall in no event be or become liable for any loss or damage to or in connection with Goods in any amount exceeding the limits in an amount equivalent to 666.67 SDR per package or other shipping unit, or 2 SDR per kilogramme of the gross weight of the Goods lost or damaged, whichever is the higher, unless Clause 8(2)(b) applies;

(b) where carriage includes carriage to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the provisions of U.S. COGSA, as provided for in Clause 27(2) hereof. In such event, the Carrier shall in no event be or become liable for any loss or damage to or in connection with Goods in any amount exceeding the limits in an amount USD 500 per package or, when the Goods are not shipped in packages, USD 500 per customary freight unit. In any event, the Carrier's limitations of liability in respect of inland loss or damage shall be no higher than that of the underlying Carrier.

(3) The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this Bill of Lading may be claimed only when, with the

consent of the Carrier, the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading in the box of "Declared Cargo Value" and the Merchant has paid additional Freight on such declared value. This declaration if embodied in this Bill of Lading shall be prima facie evidence, but shall not be binding or conclusive on the Carrier. The Carrier shall in no event be or become liable for any loss or damage to or in connection with Goods if the nature or value thereof has been misstated by the Merchant in this Bill of Lading.

(4) Where a container, pallet or similar article of carriage is used to consolidate Goods, the smallest number of packages or other shipping units enumerated in this Bill of Lading as packed in such article of carriage shall be deemed to be the number of packages or shipping units. If not so enumerated, the Goods in such article of carriage shall be deemed to be one package or one shipping unit. Where the article of carriage is not owned or furnished by the Carrier, such article of carriage shall be deemed to be one package or one shipping unit.

9. FIRE

The Carrier shall not be liable for any loss of or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any fire whatsoever, unless such fire is caused by the actual fault of the Carrier.

10. CARRIER'S CONTAINERS

(1) Goods received in break bulk will be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Containers, whether or not stuffed by the Carrier, on deck or below deck. All such Goods shall participate in General Average, Salvage charges and/or special charges. The Terms and Conditions of this Bill of Lading, including the applicable laws as provided for in Clause 27 shall apply to Containers carried on deck.

(2) If Carrier's Containers and equipment are used by the Merchant for pre-carriage or on-carriage or unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed, clean and free of smell to the point or place designated by the Carrier, its servants or agents, within the time prescribed in the Tariff and/or required by the Carrier. Should a Container not be returned within the aforesaid time, the Merchant shall be liable for any detention, demurrage, loss or expenses which may arise from such non-return.

(3) The Merchant shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of the Merchant or anyone acting on the Merchant's behalf. The Merchant shall also be liable during such period for any loss of or damage to the property of others or for any injuries or death and the Merchant shall indemnify and hold the Carrier harmless against all damages, including legal expenses, incurred from any and all such claims arising during such periods.

11. MERCHANT-STUFFED CONTAINER

(1) If a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, loaded or stuffed, or

(b) the unsuitability of the Goods for carriage in the Container, or

(c) the unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was filled, packed, loaded or stuffed.

(2) If a Merchant-stuffed Container is delivered by the Carrier with its seal intact, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any loss or shortage of the Goods ascertained at delivery.

(3) The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.

12. MERCHANT'S DESCRIPTION

(1) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant, or on its behalf, shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed Container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quantity, quality, description, condition, marks or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(2) If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front of this Bill of Lading, such particulars are included at the sole risk of the Merchant and for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier's liability under this Bill of Lading. The Merchant acknowledges that, except as provided for in Clause 8 hereof, the value of the Goods is unknown to the Carrier.

13. MERCHANT'S RESPONSIBILITY

(1) The parties defined as Merchant in clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by any of them under this Bill of Lading.

(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front of this Bill of Lading have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and are not contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

(3) The Merchant shall indemnify the Carrier against all liabilities, costs, losses, damages, fines, penalties, expenses or other sanctions of a monetary nature arising or resulting from any breach of the warranties in Clause 13(2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible. The Carrier shall have the right to collect liquidated damages from the Merchant in accordance with its provisions.

(4) If the Merchant's description of the Goods in this Bill of Lading or in any document or certificate furnished to the Carrier by or on behalf of the Merchant shall prove to have been inaccurate, incorrect or misleading in any respect, the Merchant shall be liable for all fines, penalties, charges and expenses arising therefrom, and any loss and damage suffered by the Carrier.

(5) The Merchant shall comply with all regulations or requirements of customs, port and other Authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including the full return Freight for the Goods if returned, or if on-carried, the full Freight from the Port of

Discharge or the Place of Delivery nominated herein to the amended Port of Discharge or the amended Place of Delivery) incurred and/or sustained by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering, or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

14. FREIGHT AND CHARGES

(1) All Freight shall be deemed fully, finally and unconditionally earned upon booking of the Goods by the Carrier and shall be paid and non-returnable in any event whatsoever.

(2) All Freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.

(3) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies concerning the Freight in the applicable Tariff or as agreed otherwise.

(4) Payment of Freight and charges to any freight forwarder or broker, or anyone other than the Carrier or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.

(5) The parties defined as Merchant in clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for payment of all Freight, demurrage and detention, General Average, Salvage charges and/or special charge, and charges, including, but not limited to, court costs, expenses and reasonable attorney's fees incurred in collecting sums due the Carrier, failing which shall be considered a default by the Merchant in the payment of Freight and charges.

15. INSPECTION OF THE GOODS

The Carrier and/or any person to whom the Carrier has subcontracted the carriage 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. If by order of the Authorities at any place, a container must be opened for inspection, the Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection, and repacking from the Merchant.

16. CARRIAGE AFFECTED BY CONDITION OF THE GOODS

If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or the Container, the Carrier may without notice to the Merchant (but as its agent only) take any measure(s) and/or incur any additional expense to carry or to continue the carriage thereof, and/or dispose of the Goods, and/or abandon the carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in its absolute discretion considers most appropriate, which abandonment, storage or disposal thereof shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

17. LIENS

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for General Average, Salvage charges and/or special charges contributions to whomsoever due. The Carrier shall also have a lien on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other contract whether or not related to this Carriage. The Carrier may exercise its lien at any time and any place in its sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction

or private treaty, without notice to the Merchant. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realized by such sale. The Carrier's lien shall survive delivery of the Goods.

18. DECK CARGO, ANIMALS AND PLANTS

Goods (other than Goods stuffed in Containers) that are stated on the front of this Bill of Lading as contracted to be stowed "on deck" and are so carried, and all live animals, including fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant, and the Carrier shall not be liable for any loss or damage of whatsoever nature arising during carriage by sea whether or not arising out of negligence on the part of the Carrier. The Carrier shall be bound to prove that he has fulfilled the special requirements of the Merchant with regard to the carriage of the live animals and that under the circumstances of the sea carriage, the loss or damage has occurred due to the special risks inherent therein. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the carriage of such live animals or plants.

19. METHODS AND ROUTES OF CARRIAGE

- (1) The Carrier may at any time and without notice to the Merchant:
 - (a) use any means of transport or storage whatsoever;
 - (b) transfer the Goods from one conveyance to another including transshipment or carrying the same on another Vessel other than the Vessel named on the front of this Bill of Lading or by any other means of transport whatsoever;
 - (c) sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of

the route or in a contrary direction to or beyond the port of discharge once or more often;

(d) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;

(e) comply with any orders or recommendations given by any government or authority or any Person or body acting purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

(2) The liberties set out in Clause 19(1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or dry docking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments.

(3) Anything done or not done in accordance with Clause 19 or any delay arising therefrom shall be deemed to be within the scope of the carriage and shall not be a deviation.

20. MATTERS AFFECTING PERFORMANCE

If at any time the carriage is or is likely in the judgment of the Master to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, other than the inability of the Goods to be safely or properly carried or carried further, and howsoever arising (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), the Carrier (whether or not the carriage is commenced) may, at its sole discretion and without prior notice to the Merchant:

(1) carry the Goods to the contracted Port of Discharge or Place of Delivery,

whichever is applicable, by an alternative route from that indicated in this Bill of Lading or from that which is customary for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this sub-Clause, then, notwithstanding the provisions of Clause 19 hereof, the Carrier shall be entitled to charge such additional Freight as the Carrier may determine, or

(2) suspend the carriage of the Goods and store them ashore or afloat upon the Terms and Conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension. If the Carrier elects to invoke the terms of this sub-Clause, then the Carrier shall be entitled to the payment of such additional Freight as the Carrier may determine, or

(3) abandon the carriage of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall nevertheless be entitled to full Freight on the Goods received for shipment, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such port or place.

Where the Carrier elects to use an alternative route under Clause 20(1) or to suspend the carriage under Clause 20(2), same shall not prejudice its right subsequently to abandon the carriage.

21. DANGEROUS GOODS

At the time of shipping Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material) or which are or may become liable to cause damage or loss of any person, environment or property whatsoever, and whether or not so listed in any official or unofficial, international or national code, convention, listing or table, the Merchant shall, in compliance with the

regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labeled and notify the Carrier in writing of their proper description, nature and the precautions to be taken. In case the Merchant fails to or inaccurately notifies the Carrier, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight. The Merchant shall indemnify, hold harmless and defend the Carrier, its servants, agents and Subcontractors and any third party concerned, against all claims, liabilities, loss, damage, delay, personal injury and/or death, costs, fines and/or penalties, and all reasonable legal expenses resulting from such shipment and caused to the Carrier, the Vessel, any other cargo or property, whether on board or ashore, whether or not the Merchant was aware of the nature of such Goods.

Notwithstanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the Vessel, the crew and other persons on board or to other goods. However, nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere, if any.

22. SPECIAL, REFRIGERATED OR HEATED CONTAINERS

(1) Unless the Merchant and the Carrier agree in writing before shipment that specially ventilated, refrigerated or heated Containers will be used to ship the Goods and such agreement is noted on the front of this Bill of Lading, and the Merchant gives proper written notice to the Carrier of the nature of the Goods and of the particular temperature range to be maintained and/or special attention required and the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed, the Goods

shall be carried in ordinary unventilated Containers.

(2) In case of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thermostatic, ventilating or any other controls have been correctly set by the Merchant and that the temperature of the Goods and the refrigerated Container has been brought to the required temperature level before stuffing and that the Goods have been properly stowed in the Container before the receipt thereof by the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. The Merchant shall be responsible for the operation and maintenance of the Carrier's Container while it is in the Merchant's custody or the custody of anyone acting on the Merchant's behalf.

(3) If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus 2°C permitted, and the Carrier shall exercise due diligence to maintain such temperature, plus or minus 2°C while the Goods are in its actual possession. The Carrier shall not be liable for the consequences of delivering the Goods at temperatures plus or minus 2°C as required for transport.

(4) The Carrier does not warrant that the Container be properly ventilated, refrigerated or heated throughout the carriage, nor shall the Carrier be liable for any loss of or damage to the Goods arising from any latent defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before or at the beginning of the carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(5) In case of the Merchant's own Container, a set of emergency kit and an operation manual shall be supplied by the Merchant.

23. NOTIFICATION AND DELIVERY

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation hereunder.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier.

(3) If the Merchant fails to take delivery of the Goods during a reasonable time or whenever in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its discretion, without prejudice to any rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, unstuff, sell, destroy or dispose of the Goods at the sole risk and expense of the Merchant, and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. The aforesaid unstuffing shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods thereof shall cease.

(4) Where the Carrier is obliged to hand over the Goods so carried into the custody of the port, customs or any other Authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and there-upon the liability of the Carrier in respect of the Goods shall entirely cease.

(5) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause, notwithstanding its having been notified of the availability of the Goods for delivery, shall constitute an irrevocable

waiver by the Merchant to the Carrier of all and any claims whatsoever relating to the Goods or the Carriage. The Merchant shall be liable for any losses, damages, expenses and liabilities incurred and sustained by the Carrier arising from such refusal, including but not limited to, the return of the Goods to their place of origin.

24. GENERAL AVERAGE AND SALVAGE

(1) General Average shall be adjusted, stated and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994 except Rule XXII thereof and as to matters not provided for by the York Antwerp Rules 1994, according to the laws and usages in London, this covering all Goods carried on or under deck. General average on a Vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon before delivery.

(2) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master shall act on its behalf to procure such services to Goods and that the Carrier may act on its behalf to settle salvage remuneration. The Merchant shall timely and fully provide cash deposit or other security to the salvor without affecting the schedule of the Vessel after the salvage, failing which the Merchant shall be liable for any losses arising therefrom and sustained by the Carrier.

25. BOTH-TO-BLAME COLLISION

The Both-to-blame Collision Clause currently published by the Baltic and International Maritime Conference is deemed to be incorporated into this Bill of Lading.

26. NON-VESSEL-OPERATING COMMON CARRIERS

If this Bill of Lading is accepted by a Merchant acting as a non-vessel-

operating common carrier (NVOCC), who has in turn concluded other contracts of carriage with third parties, the NVOCC hereby warrants that the contracts concluded by him in respect of the Goods subject to this Bill of Lading shall incorporate the Terms and Conditions of this Bill of Lading. The NVOCC further warrants to indemnify the Carrier, its servants, agents and Subcontractors against all consequences of its failure to do so.

27. LAW AND JURISDICTION

(1) Except as provided in Clause 27(2) below, all claims against the Carrier must be brought and heard exclusively in the Shanghai Maritime Court of P. R. China. Except as provided elsewhere in this Bill of Lading, laws of P. R. China shall apply to such claims.

(2) Where the shipment covered by this Bill of Lading is to or from the United States of America (including its districts, territories and possessions), all claims arising hereunder must be brought and heard exclusively in the United States District Court for the Southern District of New York, or if that court is not competent to hear the matter, in any competent state or city court located in New York County. Except as otherwise set out herein, the United States law, including the Carriage of Goods by Sea Act 1936, shall apply to such claims. Where U.S. COGSA applies, then the provisions stated in said Act shall govern during carriage of the Goods before loading on the vessel at the port of loading and following discharge from the vessel at the port of discharge, and throughout the time that the Goods are in the Carrier's possession, custody or control.

(3) This Law and Jurisdiction Clause is intended solely for the Carrier's benefit and may be unilaterally waived by the Carrier, in whole or in part, before or after proceedings are commenced. The Carrier shall be entitled, at its sole option, to pursue any claim against the Merchant in the jurisdiction agreed above, or in any jurisdiction of competent court in the Place of Receipt, the Port of Loading, the Port of Discharging, the Place of

Delivery, or any other place related to the carriage, or where the Merchant has a place of business or has assets.

28. VARIATION OF THE CONTRACT

No servant, agent or Subcontractor of the Carrier shall have the power to waive or vary any Terms and Conditions of this Bill of lading unless such waiver or variation is in writing and is specifically authorized or approved in writing by the Carrier.

29. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving ship belonged to strangers.

The following clauses are applicable only when document used as a Sea Waybill

30. Delivery will be made to the consignee or its authorized representative upon presentation of a delivery receipt or other evidence of identity and authorization satisfactory to the Carrier in its sole and absolute discretion without the need of producing or surrendering a copy of Sea Waybill.

31. Except as provided in this Sea Waybill, the contract of carriage as evidenced by this Sea Waybill is subject to the Terms and Conditions of the Carrier's current Combined Transport Bill of Lading Clauses 1 to 29, a copy of which may be obtained from the Carrier and its agent. The Shipper accepts all said Terms and Conditions, including but not limited to the per

package and other limitations of liability contained therein, on behalf of the Consignee and the Owner of the Goods and warrants that he has authority to do so.

32. The Consignee or other receiver of the Goods, by presenting this Sea Waybill and/or requesting delivery of the Goods, shall undertake all liabilities of the Shipper under this Sea Waybill and the Carrier's current Combined Transport Bill of Lading, such undertaking being additional and without prejudice to the Shipper's own liability.

33. This Sea Waybill is subject to the CMI Uniform Rules for Sea Waybill.

34. Upon written request of the Shipper prior to arrival of the carrying vessel at the Port of Discharge or Place of Delivery, whichever applicable, the Carrier will use its best efforts to change the Sea Waybill to the Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes.

35. The Goods are subject to the Carrier's normal credit practices with respect to release of particular Goods, as specified in the Carrier's Tariff and Bill of Lading, including but not limited to, the Carrier's right to a lien against any shipment as security for any unpaid charges due and owing to the Carrier by any party to this Sea Waybill, whether related to the Goods described in this sea Waybill or not.

36. Unless instructed to the contrary by the shipper prior to the commencement of carriage and noted accordingly on the face hereof, the Carrier will, subject to the aforesaid Terms and Conditions, process cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of Carrier's liabilities to the Shipper.

(as amended 20191001)