TERMS AND CONDITIONS

(Large Print Available on Request)

1. DEFINITIONS

1.1 “Carrier” means COSCO SHIPPING Lines Co., Ltd., located at 378 Dongdaming Road, Shanghai 200080, P. R. China.

1.2 “Bill of Lading” means this document, whether issued as a Bill of Lading or Sea Waybill, in paper or electronic form.

1.3 “Merchant” means and includes the Shipper, Holder, Consignee, the goods owner, receiver, any person entitled to the goods or this Bill of Lading, and any person acting on their behalf.

1.4 “Holder” means a person in possession of this Bill of Lading and identified as the Shipper, the person to whose order it is issued, or a duly endorsee, or the bearer if endorsed in blank.

1.5 “Subcontractor” includes owners, managers, operators, charterers of vessels (other than the Carrier); stevedores; terminal, warehouse, depot, groupage, road and rail operators; independent contractors employed by the Carrier; and their sub-subcontractors; and their respective employees, agents and Subcontractors.

1.6 “Vessel” includes the vessel named herein, any substitute, and any feeder vessel, lighter or barge used for waterborne carriage.

1.7 “Goods” means the whole or any part of the cargo received from the Merchant, including any container not supplied by or on behalf of the Carrier.

1.8 “Container” includes any container, open‑top, trailer, transportable tank, flat rack, platform, pallet, and similar equipment for goods transport.

1.9 “Package” means, for limitation purposes, the largest unit packaged or consolidated by the Merchant, including pallets and carton assemblies for the Merchant’s convenience.

1.10 “Carriage” means all operations and services undertaken by the Carrier in respect of the goods hereunder.

1.11 “Freight” means all charges payable to the Carrier under applicable Tariffs and

this Bill of Lading.

1.12 “Terms and Conditions” means all terms, rights, defenses, provisions, conditions, exceptions, limitations and liberties herein.

2. CONDITION PRECEDENT

By accepting this Bill of Lading, the Merchant defined in Clause 1.3 agrees to be bound by all Terms and Conditions on the face and back hereof, and warrants that it is the owner of the goods or the person entitled to possession of the goods and this Bill of Lading, or has full lawful authority to contract on behalf of such person.

3. CARRIER’S TARIFF

Terms and Conditions of the Carrier’s applicable Tariff and charge requirements are incorporated into this Bill of Lading. Attention is drawn to provisions including free storage time, container and vehicle demurrage and detention. Copies are available from the Carrier or its agents upon request. In case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

4. SUBCONTRACTING, INDEMNITY, EXEMPTIONS, DEFENSES AND LIMITATIONS

4.1 The Carrier is entitled at any time to subcontract the whole or any part of the carriage on any terms with any Subcontractor, and/or to substitute any other vessel or means of transport for the vessel, including liberty to further subcontract.

4.2 The Merchant undertakes that no claim or legal action whatsoever shall be made or brought against any person performing the carriage (including, but not limited to, the Carrier's employees, agents or Subcontractors) other than the Carrier. If any such claim or legal action is nevertheless made or brought, the Merchant shall fully indemnify the Carrier against all consequences thereof, including legal costs. Without prejudice to the foregoing, all such persons and vessels, including, but not limited to, the Carrier's employees, agents, or Subcontractors as defined in Clause 1.5 above, shall be entitled to the benefit of all exemptions, defenses and limitations contained herein applicable to the Carrier, whether in contract or in tort, as if such provisions were expressly established for their benefit. The Carrier enters into this contract not only on its own behalf but also as agent and

trustee for such persons and vessels in respect of all such exemptions, defenses and limitations.

5. CARRIER'S RESPONSIBILITY

5.1 Port-to-Port Shipment. If no entry is made in Box 4, Box 5 or Box 9, or the places or ports indicated are the same as those in Box 7 and Box 8 on the face hereof, this Bill of Lading is a port-to-port contract. The Carrier shall be responsible for the goods from receipt at the Port of Loading until delivery at the Port of Discharge to the Merchant or to the competent authority as required by local laws or regulations, whichever occurs earlier.

5.2 Combined Transport. If Box 4, Box 5 or Box 9 are completed and indicate places or ports different from those in Box 7 and Box 8, and freight is paid for combined transport, this Bill of Lading is a combined transport contract. The Carrier shall arrange or procure pre-carriage and on-carriage. All claims arising from combined transport must be filed in writing with the Carrier within 9 months after delivery or scheduled delivery, failing which the Carrier shall be discharged from all liability. Any payment in respect of any claim arising from the combined transport carriage by the Carrier to the Merchant shall automatically subrogate the Carrier to all rights of the Merchant against pre-carriers, on-carriers or Subcontractors. Nothing herein waives any rights of the Carrier against such parties for indemnity or otherwise.

6. NOTICE OF CLAIM AND TIME BAR

6.1 Unless written notice of loss or damage is given to the Carrier's agent at the Port of Discharge or Place of Delivery before or on the date of delivery, or within 15 consecutive days thereafter if the loss or damage is not apparent, such delivery shall be prima facie evidence that the goods were delivered in the order and condition described in this Bill of Lading.

6.2 The Carrier, its employees, agents and Subcontractors shall be discharged from all liability unless suit is brought within one year after delivery or the date when the goods should have been delivered.

7. LOSS OR DAMAGE

7.1 These Terms and Conditions govern the Carrier's entire responsibility in

connection with the carriage of the goods at all times, whether before, during or after carriage. Exemptions, defenses and limitations of liability apply to any action against the Carrier for loss, damage or delay, howsoever occurring, whether in contract or in tort, even if caused by unseaworthiness, negligence or fundamental breach. Except as otherwise provided, the Carrier shall under no circumstances be liable for direct, indirect or consequential loss or damage or loss of profits.

7.2 The Carrier does not undertake that the goods will be loaded, carried, transshipped or arrive on any particular date or time to meet any market or use. Scheduled or advertised times are expected only and may be adjusted as the Carrier deems necessary, prudent or convenient. The Carrier shall not be liable for any direct, indirect or consequential loss or damage caused by delay.

7.3 If the segment where loss or damage occurred is identifiable, the Carrier's liability shall be governed by applicable national laws and international conventions. If unidentifiable, loss or damage shall be deemed to have occurred aboard the Carrier's vessel. In either case, Clauses 6.2 and 8 shall apply.

8. LIMITATION OF LIABILITY

8.1 Subject to the Carrier's right to limit liability, if the Carrier is liable for loss of or damage to the goods, compensation shall be calculated based on the value of the goods plus freight and insurance if paid. The value of the goods shall be determined by reference to the lowest of the following: commercial invoice value, customs declaration value, prevailing market price at the place and time of delivery or scheduled delivery, production cost, or reasonable value of goods of the same kind and quality.

8.2 Save as provided in Clause 8.3, this Bill of Lading shall be subject to the law specified in Clause 27.1. The Carrier's liability shall in no event exceed 666.67 SDR per package or shipping unit, or 2 SDR per kilogram of the gross weight of the lost or damaged goods, whichever is higher.

8.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the goods. Higher compensation may be claimed only if, with the Carrier's consent, the Merchant declares the nature and value of the goods before shipment and inserts them in the "Declared Cargo Value" box, and pays additional freight on such declared value. Such declaration is prima facie evidence but not binding on the Carrier. The Carrier shall not be liable if the Merchant misstates the nature or value of the goods.

8.4 Where goods are consolidated in a container, pallet or similar article, the smallest number of packages or shipping units enumerated herein as packed therein shall be deemed the number of packages or shipping units. If not so enumerated, the goods in such article of carriage shall be deemed one package or one shipping unit. If such article is not owned or furnished by the Carrier, it shall be deemed one package or one shipping unit.

9. FIRE

The Carrier shall not be liable for loss of or damage to the goods caused by fire at any time, including before loading or after discharge, unless such fire is caused by the Carrier's actual fault.

10. CARRIER'S CONTAINERS

10.1 Goods received in break bulk shall be stuffed by the Carrier into containers. The Carrier may carry any containers on deck or under deck. These Terms and Conditions, including applicable law under Clause 27, apply to deck-carried containers.

10.2 If the Merchant uses the Carrier's containers or equipment for pre-carriage, on-carriage or unpacking at the Merchant's premises, the Merchant shall return empty, clean, odor-free containers to the place designated by the Carrier within the time prescribed in the Tariff or required by the Carrier. Failure to return them shall render the Merchant liable for all detention, demurrage, losses and expenses.

10.3 The Merchant shall be liable for loss of or damage to the Carrier's containers and equipment while in the Merchant's custody or that of its agents. The Merchant shall also indemnify the Carrier against all claims for third-party injury, death or property damage during such period, including legal costs.

11. MERCHANT-STUFFED CONTAINER

11.1 If a container is not stuffed by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the goods. The Merchant shall indemnify the Carrier for any loss, damage, liability or expense caused by:

(a) Improper manner of filling, packing, loading or stuffing;

(b) Unsuitability of the goods for container carriage; and

(c) Unsuitability or defective condition of the container, which would have been apparent on reasonable inspection by the Merchant at or before stuffing if supplied by or on behalf of the Carrier.

11.2 If a Merchant-stuffed container is delivered with the seal intact, such delivery constitutes full performance of the Carrier's obligations, and the Carrier shall not be liable for loss or shortage ascertained at delivery.

11.3 The Merchant shall inspect containers before stuffing. Use of a container shall be prima facie evidence of its suitability and absence of defect.

12. MERCHANT'S DESCRIPTION

12.1 The Merchant's description of goods in sealed containers stuffed by or on behalf of the Merchant is not binding on the Carrier. Particulars on the face hereof are provided by the Merchant for its own use. The Carrier has not verified contents, weight or measurement of sealed containers and makes no representation as to contents, weight, measurement, value, quantity, quality, description, condition, marks or number. The Carrier assumes no responsibility for such particulars.

12.2 Any particulars of letters of credit, import licenses, sales contracts, invoices, order numbers or details of contracts to which the Carrier is not a party are included at the Merchant's sole risk and convenience. The Merchant agrees such particulars do not constitute a value declaration and shall not affect the Carrier's liability. The Merchant acknowledges that the Carrier does not know the value of the goods except as provided in Clause 8.

13. MERCHANT'S RESPONSIBILITY

13.1 The Merchant as defined in Clause 1.3 shall be jointly and severally liable to the Carrier for due performance of all obligations hereunder.

13.2 The Merchant warrants that particulars relating to the goods on the face hereof have been checked and are accurate and correct. The Merchant further warrants that the goods are lawful, not contraband, drugs, illegal substances or stowaways, and will not cause loss, damage or expense to the Carrier or other cargo.

13.3 The Merchant shall indemnify the Carrier against all liabilities, costs, losses, damages, fines, penalties, and expenses arising from breach of the warranties in

Clause 13.2 or any other cause for which the Carrier is not responsible. The Carrier may claim liquidated damages in accordance with its provisions.

13.4 If the Merchant's description of the goods is inaccurate, incorrect or misleading in any respect, the Merchant shall be liable for all fines, penalties, charges, expenses and losses suffered by the Carrier.

13.5 The Merchant shall comply with all customs, port and other authority regulations. The Merchant shall bear all duties, taxes, fines, charges and losses (including full return freight or on-carriage freight to the amended discharge port or place) arising from non-compliance or improper marking, numbering or addressing, and shall indemnify the Carrier therefor.

14. FREIGHT AND CHARGES

14.1 All freight is fully, finally and unconditionally earned upon booking by the Carrier and is fully earned, paid and non-refundable in all circumstances.

14.2 All freight and charges shall be paid without set-off, counter-claim, deduction or stay before delivery of the goods.

14.3 Attention is drawn to currency, exchange rate, devaluation and other contingencies in the applicable Tariff or as agreed.

14.4 Payment to freight forwarders, brokers or any person other than the Carrier or its authorized agent shall not constitute payment to the Carrier and is at the Merchant's sole risk.

14.5 The Merchant shall be jointly and severally liable for all freight, demurrage, detention, General Average, salvage, special charges, and collection costs including reasonable attorney's fees. Failure to pay shall constitute a default.

15. INSPECTION OF GOODS

The Carrier and its Subcontractors or authorized persons may (but shall not be obliged to) open any container or package at any time to inspect the goods. If authorities order inspection, the Carrier shall not be liable for loss or damage resulting from opening, unpacking, inspection or repacking. The Carrier may recover inspection costs from the Merchant.

16. CARRIAGE AFFECTED BY CONDITION OF GOODS

If the goods appear unable to be carried safely or properly without additional expense or measures, the Carrier may without notice (as agent only) take measures, incur expense, dispose of the goods, abandon carriage, or store the goods ashore or afloat, covered or uncovered, at any place as the Carrier deems appropriate. Such abandonment, storage or disposal shall constitute due delivery. The Merchant shall indemnify the Carrier for additional expenses incurred.

17. LIENS

The Carrier shall have a lien on the goods and related documents for all sums due under this contract, including General Average, salvage and special contributions. The Carrier shall also have a lien for sums due under any other contract with the Merchant. The Carrier may enforce its lien at any time and place, whether carriage is completed or not. The lien shall cover recovery costs. The Carrier may sell the goods by public auction or private treaty without prior notice. The Carrier may recover any shortfall from the Merchant. The Carrier's lien shall survive delivery.

18. DECK CARGO, ANIMALS AND PLANTS

18.1 Containers may be stowed on deck or under deck at the Carrier's sole discretion, without special notation on the face hereof or in any other transport document. Such stowage conforms to international liner practice and shall not constitute a breach of contract.

18.2 Goods (other than containerized goods) that are expressly stated on the face hereof as contracted for carriage on deck and actually carried on deck, and all live animals (including fish and birds) and plants shipped hereunder, shall be carried at the Merchant's sole risk. The Carrier shall not be liable for any loss, damage or delay whatsoever arising during the sea carriage, whether or not caused by the Carrier's negligence.

18.3 For live animals and plants, the Carrier shall be exempt from liability if it proves compliance with the Merchant's special carriage requirements and that loss, damage, death or delay resulted from the inherent special risks of such carriage.

18.4 The Merchant shall indemnify the Carrier against all extra costs, expenses, fines and liabilities arising from the carriage of live animals or plants.

19. METHODS AND ROUTES OF CARRIAGE

19.1 The Carrier may at any time without notice to the Merchant:

(a) Use any means of transport or storage;

(b) Transship or transfer the goods between conveyances including vessels other than those named herein;

(c) Sail without a pilot, proceed via any route (not necessarily the nearest, direct, customary or advertised), call at any port or place in any order or direction;

(d) Load or unload the goods at any port or place and store the goods there; and

(e) Comply with orders or recommendations of any government, authority or person entitled under insurance terms.

19.2 The Carrier may exercise liberties under Clause 19.1 for any purpose, including loading and unloading other goods, bunkering, embarking or disembarking persons, repairs, dry docking, towing, assisting vessels, trial trips and instrument adjustment.

19.3 Any action or omission under Clause 19 or any delay shall be deemed within the scope of carriage and not a deviation or breach of contract.

20. MATTERS AFFECTING PERFORMANCE

If carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage (other than inability to carry the goods safely), howsoever arising (even if existing at contract formation), the Carrier may in its sole discretion without prior notice:

(a) Carry the goods via an alternative route and charge additional freight as determined by the Carrier;

(b) Suspend carriage and store the goods, endeavoring to forward them as soon as possible, and charge additional freight as determined by the Carrier; or

(c) Abandon carriage and place the goods at the Merchant’s disposal at any safe and convenient place, whereupon the Carrier’s responsibility shall cease. The Merchant shall pay full freight and all additional costs.

The Carrier’s election under (a) or (b) shall not prejudice its right to abandon later.

21. DANGEROUS GOODS

When shipping goods that are or may become dangerous, noxious, hazardous,

flammable, damaging, or radioactive (whether listed in codes or not), the Merchant shall properly pack, mark and label them and give the Carrier written notice of correct description, nature and handling precautions. If the Merchant fails to notify or notifies inaccurately, or if the Carrier deems the goods dangerous, the Carrier may unload, destroy, dispose of, abandon or render them harmless without compensation and without prejudice to the Carrier's right to freight. The Merchant shall indemnify the Carrier, its employees, agents, Subcontractors and third parties against all claims, liabilities, loss, damage, delay, injury, death, costs, fines and legal expenses resulting from such shipment, whether or not the Merchant knew the nature of the goods. Even if the Carrier knows and consents to carry dangerous goods, the Carrier may still land, destroy or render them harmless without compensation if they become an actual danger. Nothing herein deprives the Carrier of rights under other clauses.

22. SPECIAL, REFRIGERATED OR HEATED CONTAINERS

22.1 Unless agreed in writing before shipment that ventilated, refrigerated or heated containers are used, noted on the face hereof, and the Merchant gives written notice of required temperature range and special attention and pays extra freight, the goods shall be carried in ordinary unventilated containers.

22.2 For refrigerated containers stuffed by or on behalf of the Merchant, the Merchant warrants that controls are correctly set, the goods and container are pre-cooled to the required temperature, and the goods are properly stowed before receipt by the Carrier. Failure to comply shall exclude the Carrier from liability. The Merchant shall operate and maintain the Carrier's container while in its custody.

22.3 If a temperature is noted on the face hereof, the Merchant shall deliver the goods at such temperature ±2℃. The Carrier shall exercise due diligence to maintain such temperature ±2℃ while in actual possession. The Carrier shall not be liable for delivery within such tolerance.

22.4 The Carrier does not warrant continuous proper functioning of ventilation, refrigeration or heating. The Carrier shall not be liable for loss or damage from latent defects, failure, breakdown or stoppage of the container, vessel or equipment, provided the Carrier exercises due diligence to maintain refrigerated

containers in efficient condition before or at the commencement of carriage.

22.5 The Merchant shall supply an emergency kit and operation manual for its own containers.

23. NOTIFICATION AND DELIVERY

23.1 Any mention of notify parties is for information only. Failure to notify shall not impose liability on the Carrier or relieve the Merchant of its obligations.

23.2 The Merchant shall take delivery within the time prescribed in the applicable Tariff or required by the Carrier.

23.3 If the Merchant fails to take delivery within a reasonable time, or the goods are likely to deteriorate, decay, become worthless or incur excessive charges, the Carrier may unstuff, sell, destroy or dispose of the goods at the Merchant's sole risk and expense without notice or liability, and apply proceeds to sums due. Unstuffing shall constitute due delivery and terminate the Carrier's liability.

23.4 If the Carrier is obliged to hand over the goods to port, customs or other authorities, and local law or practice allows delivery to the Merchant without production of this Bill of Lading, such hand-over shall constitute due delivery and terminate the Carrier's liability.

23.5 Refusal to take delivery after notice shall constitute an irrevocable waiver of all claims by the Merchant. The Merchant shall be liable for all losses, damages, expenses and liabilities including the return of the goods to the origin.

24. GENERAL AVERAGE AND SALVAGE

24.1 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. For matters not provided for by the Rules, the law and usages of London shall apply. All goods carried on deck or under deck shall contribute in General Average, salvage and special charges on the same basis. General Average on a vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that vessel.

24.2 The Merchant shall provide a cash deposit or other security as required by the Carrier for the estimated General Average contribution, salvage and special charges before taking delivery of the goods.

24.3 If the Master considers salvage services necessary, the Merchant agrees that the Master may act on its behalf to procure such services. The Merchant shall provide prompt security to the salvor without delay to the vessel, failing which the Merchant shall be liable for any losses suffered by the Carrier.

25. BOTH-TO-BLAME COLLISION

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

26. NON-VESSEL-OPERATING COMMON CARRIERS

If this Bill of Lading is accepted by a Merchant acting as an NVOCC and concluding contracts with third parties, the NVOCC warrants that such contracts shall incorporate these Terms and Conditions. The NVOCC shall indemnify the Carrier, its employees, agents and Subcontractors for consequences of failure to do so.

27. LAW AND JURISDICTION

27.1 **All claims against the Carrier must be brought exclusively in the Shanghai Maritime Court, P. R. China. Except as otherwise provided, the laws of P. R. China shall apply**.

27.2 This clause is for the sole benefit of the Carrier and may be unilaterally waived by the Carrier in whole or in part before or after proceedings. The Carrier may pursue claims against the Merchant in the agreed jurisdiction or in any competent court at the Place of Receipt, Port of Loading, Port of Discharge, Place of Delivery, any place related to carriage, or where the Merchant has business or assets.

28. VARIATION OF CONTRACT

No employee, agent or Subcontractor of the Carrier may waive or vary any Terms and Conditions unless such waiver or variation is in writing and specifically authorized or approved in writing by the Carrier.

29. NEW JASON CLAUSE

In case of accident, danger, damage or disaster before or after commencement of the voyage, from any cause whatsoever (including negligence) for which the Carrier is not liable by statute, contract or otherwise, the goods and the Merchant shall contribute with the Carrier in General Average and pay salvage and special charges. If the salving vessel is owned or operated by the Carrier, salvage shall be paid as fully as if owned by strangers.

APPLICABLE ONLY WHEN USED AS A SEA WAYBILL

30. Delivery shall be made to the Consignee or an authorized representative upon presentation of a delivery receipt or satisfactory identity proof, without production or surrender of the Sea Waybill.

31. Except as provided herein, the Sea Waybill is subject to Clauses 1–29 of the Carrier's current Combined Transport Bill of Lading, available from the Carrier or its agents. The Shipper accepts all Terms and Conditions on behalf of the Consignee and goods owner and warrants authority to do so.

32. The Consignee or receiver by requesting delivery undertakes all liabilities of the Shipper under this Sea Waybill and the Carrier's Bill of Lading, without prejudice to the Shipper's liability.

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

34. Upon written request of the Shipper before arrival at the Port of Discharge or Place of Delivery, the Carrier shall use best efforts to convert the Sea Waybill to a Bill of Lading, without liability for failure to effect a timely change.

35. The goods are subject to the Carrier's normal credit practices for release as specified in the Tariff and Bill of Lading, including the Carrier's lien for unpaid charges.

36. Unless instructed otherwise by the Shipper before carriage and noted on the face hereof, the Carrier shall process cargo claims with the Consignee. Any settlement shall fully discharge the Carrier's liability to the Shipper.

(Amended 2026-05-01)