1. DEFINITIONS

Individual in definitions shall apply in this bin or page 1999.

Hearts WEC LINES B.W. Individual in the Carrier has hold and a Place of a Transport: arises if the Carrier has holded a Place of a Transport arises if the Carrier has holded a Place of a Diskey or the front haved in the relevant ombined transport consists of a Port-to-Port carriage and hand combined transport consists of a Port-to-Port carriage and hand to the property of the property of the Port-to-Port carriage and hand to the property of the Port-to-Port carriage and hand to the property of the Port-to-Port carriage and hand to the property of the Port-to-Port carriage and hand to property of the Port-to-

rt. er: includes any container, trailer, transportable tank, flat or pallet, similar article used to consolidate Goods and any connected or

similar article used to consonuate coops and article used to consonuate coops and expenses ever payable to the Carrier in accordance with the applicable Tariff s Bill of Lading, including storage, per diem and demurrage. Includes the whole or any part of the carpo carried under this Bill ng, including any packing or packaging materials and Merchant

Lading, including any packing or packaging materials and Merchant moder cleased Containers. Son of the international Convention for the gue Rules: means the provisions of Bills of Lading signed at Brussels or August 1524 with the express exclusion of Article 15, and 15, and 15, and gue-Yashy Rules: means the provisions of The Hague Rules 1924 as enneded by the Protocol adopted at Brussels on 25 February 1988, and at December 1979 (SDR Protocol) wines applicable. Notwithstanding of the Container of the Protocol adopted and access of the State of the all contractually apply the Hague-Yashy Rules to this Bill of Lading, and y shall apply only when compulsorily applicable by the law governing Bill of Lading.

all contractually apply the Hague-Visby Rules to this Bill of Lading and yethal apply only when compulsorly applicable by the law governing Bill of Lading.

The Hague Construction of Lading and the Port of Dischapps.

Trobart includes the Shipper, Consignee, holder of this Bill of Lading, receiver of the Goods and any Person owning, entitled to or claiming possession of the Goods or of this Bill of Lading or anyone acting on all of this Person.

Some includes an involvidual, corporation, company or any other legal entity, some includes an involvidual corporation, company or any other legal entity, so and the place at which the Carrier has contracted to ear of Defevery, means the place at which the Carrier has contracted to ear of Receipt means the place at which the Carrier has contracted to eave the Goods, when such place is other than the Port of Loading, Act, 1916

U.S.C. 80 or any amendments thereof bother than the Port of Loading and had been contracted to the Contracted to the Contracting the means carriage between the Port of Loading and and rations of the Vessel(s) other than the Port of Loading and and rations of the Vessel(s) other than the Port of Loading and and rations of the Vessel(s) other than the Carrier, as well as stevedores, includes the soft of indirect Subcontractors, sevenats agants thereof, whether in direct contractions employed by the Carrier forming the carriage, and any direct or indirect Subcontractors, sevenats agants thereof, whether in direct contractual privity or not.

seels, igner or criter watercart tituized by the carrier for carrage by sea.

CONTRACTING PARTIES AND WARRANTY

The contract evidenced by this Bill of Lading is between the Carrier and
heterchant. Every Person defined as "Metchant" is jointly, and severally
bills towards the Carrier for all the various undertakings, responsibilities
and liabilities of the Merchant under or in connection with this Bill of Lading
to be pay the Freight due under it without deduction or set-off. The
erchant warrants that in agreeing to the terms and conditions in this Bill
Lading, he is the owner of the Goods or he does so with the authority of
e owner of the Goods or of the Person entitled to the possession of the
oods or of this Bill of Lading.

rof this Bill of Labring.

IER'S TARIFF
is and conditions of the Carrier's applicable Tariff are incorporated in Bill of Lading. Particular attention its drawn to terms and resonance and the concerning and the applicable Tariff, it is that this Bill of Lading and the applicable Tariff, it is that this Bill of Lading shall prevail.

- The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carrier, including liberty to further sub-contract.

 The contract is the contract of the carrier shall be contracted and any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods or the carriage of the Goods whether or not rating out of chartered by any of them any liability whatsoever in connection with the Goods or the carriage of the Goods whether or not rating out of chartered by any of them any liability whatsoever in connection with the Goods or the carriage of the Goods whether or not rating out of should nevertheless be made, the Merchart agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Subcontractors shall have the benefit of all terms and conditions of whatsoever nature against the contractors. The contractors of the carrier against a conditions, does so on its own behalf and also as agent and trusted for such terms and conditions, does so on the volume of carrier and conditions of whatsoever nature against other Persons chartering space on the Vessel.

 The Merchart further undertakes that no claim or allegation in respect of the Goods and the made against the Carrier by any liability whatsoever in connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of the Sill of Lading, whether or not arising out of red carrier of the Goods dother than in accordance with the terms and conditions of the Sill of Lading, whether or not arising out of red carrier of the Goods and the carrier of the Goods of the Goods other than in accordance with the terms and conditions of the Sill of Lading, whether or not arising out of red carrier or indefency on the part of the Carrier and if any such claim or against all consequences thereof.

- IBEN'S RESPONSIBILITY

 ILER'S RESPONSIBILITY

 The period of responsibility of the Carrier for any loss of or dampe or the Goods are loaded on board the Vessel and shall end that Goods are loaded on board the Vessel and shall end this Bill of Lading short that the Goods are loaded on board the Vessel and shall end this Bill of Lading shall be subject to the Hague-Visby Fulles computionly applicable in which case the said Hague or Hague-Visby Fulles computionly applicable in which case the said Hague or Hague-Visby Rules will apply to this Bill of Lading only to the extent that they are computionly applicable. Notwithstanding the above, in case and to the extent that provening law makes the Hague or the Hague Stephen and the period of responsibility whether in contract, tort, ballment or otherwise to all or any part of the period before loading, or the period after discharge, including for misdelivery, then Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Hague Rules during such additional period of responsibility and not occur during the carriers be appeared. The Carrier's liability for Combined Transport—
- Carrier shat have the penetric of every right, deserted, similarity carrier shat for the control of the control
- provided at 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterning legal traders (d) if the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Port-to-Port section of carriage and the Carrier's liability shall be determined as provided at 5.1 above.

 5.2.3 April 10 present the present of the section of carriage and the Carrier's liability shall be determined as provided at 5.1 above.

 5.2.3 April 10 present of the section o

- 6. U.S. TRADE CLAUSE

 6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit any port of the United States, this Bill of Luding small have effort subject to the provisions of the COGSA are to the provisions of the COGSA are to the provisions of the COGSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Coffes Are including before loading and after discharge as long as the Goods remain in the custody of the Caffer or its Subcontrators, including cargo carried on deck. or its right, immunities, exemptions or limitations or an increase of any of its reponsibilities or its labilities under the COGSA. Except for clause 5, every other term, condition, limitation, defence and liberty whatsoever contained in this Bill of Lading shall apply to carriage in the US Trades.

 6.2 For limitation purposes under the GOGSA, it is agreed that the
- he US Trades.

 For limitation purposes under the GOGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether aid pallet or unit is disclosed on the front hereot.

continent of Africa shall be determined by the provisions of 5.1 above, withstanding any other provisions to the contrain in this Bill of Lading.
20MPENSATION AND LIABILITY PROVISIONS
Subject always to the Carrier's night 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 invoice value of the Goods, pulsa Freight and
such invoice in the Goods, such compensation shall be calculated by reference to the invoice value of the Goods, pulsa Freight and
such invoice in an othora fife, such compensation shall be calculated by reference to the market value of such Goods at the place and time
they are delivered or should have been delivered to the Merchant.
The market value of the Goods shall be fixed according to the current
market price. by reference to the mornal value of goods of the same
same same provided in clause 8.3:

8.2.1 (a) if and to the extent the Hague Rules or Hague-Vlaby Rules
are compulsorily applicable to this Bill of Lading by virtue of clauses 5.1, 5.2.1 or 5.2.2 (d) or (d) or otherwise, the
such period of compulsory application shall in no event
whatsoever exceed the amounts provided in the Hague
Rules or Hague-Vlaby Rules, whichever are compulsorily
applicable, the cetter the Hague Rules apply only,
(b)
stering lawful currency per package or unit.

8.2.2 Where COGSA applies by writtee of clause 6, neither the
Carrier nor the Varsed shall in any event be or become label in
pringity unit.

1. The Merchant agrees and acknowledges that the Carrier has no
knowledge of the value of the Goods. Higher compensation han that
provided for in this Bill of Lading may be claimed only when, with the
Carrier nor the Varsed shall an any event be or become labels in
freight unit.

1. The Merchant agrees and acknowledges that the Carrier has no
knowledge of the value of the Goods. Higher compensation than that
provided for in this Bill of Lading may be claime

- consequential loss or damage caused by such alleged delay, such liability shall no event exceed the Freight paid for the carriery.

 10. METHODS AND ROUTES OF CARRIAGE

 10. IT 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 transhipping or carrying the Goods on a Vessel other than the transport whatsoever, even though transhippent or forwarding of the Goods by such means may not have been contemplated or provided for hereit.

 (c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or advertised routly at any whatsoever (including the Part of Loading herein provided) once or more often, and in any order in or out of the routle or in a contrary direction to or beyond the Port of Discharge once or more often, and in any order in or out of the routle or in a contrary direction to or beyond the Port of Discharge once or more often.
- 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 front hereof as the Port of port or place), including but not limited to the use of off-dock storage at any port;

 (e) comply with any orders or recommendations given by any government or authority or any Person or body purporting having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions. The liberates set out in clause 10.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the carriage oppods, bunkering or embarking or disembarking any Persontell, undergoing registral and/or dystocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with clause 10.1 any starting or the significance of carrier for anything done or not done in accordance with clause 10.1 and anything done or not done in accordance with clause 10.1 and anything done or not done in accordance with clause 10.1 and a carriage and shall not be a deviation.

- Curriage and Small not to 8 deviation.

 11. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

 11. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

 11. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

 11. Notice of loss or damage to Goods shall be given in writing to the claim of the control of the control of the control of the given of delivery, to the discharge of the same of delivery, to the delivery, to the delivery, the loss or damage is not apparent before or at the time of delivery, to once the control of the control of the same of the control of the delivery to the Merchant or its agent. Claims shall be submitted in writing addressed the Goods of the Control of the Condo of the Goods or the date that the Corder shall be discharged from all liability if suit is not commenced within one (1) year feel delivery of the Goods or the date that the Goods should have been delivered for claims related to loss or damage during the Port-to-Port carriage, and for claims related to loss or damage during the Marchant applicable international convention, national law, regulation or contract by virtue of clauses 5.2 (a) or (b).

 11.3 Jurisdiction It is hereby specifically agreed that yea they will be developed the control of the Vort and U.S. law shall exclusively spply. The Merchant agrees that it shell not institute and in any other case of any dispute relating to Freight Isla with any other and control of the Carrier in removing a suit field in another forum. The Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed for ze. Into rother sums due to the Carrier in removing a suit field in another forum. The Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed for ze. Into rother sums due in any other and the formal personal pers

- 12. MERCHANT-PACKED CONTAINERS

 If a Container has not been packed by or on behalf of the Carrier:
 12.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.
 12.2 The Carrier shall not be liable for loss of or damage to the Goods caused the same shall be suitable for loss of or damage to the Goods caused the same shall be suitable for loss of or damage to the Goods for suitable shall be suitable for loss of or damage in the Container or supplied or for carriage by Container between the Ports or Places specified herein, or
 (c) the unsuitability or defective condition of the Container or the incorrect setting of any retrigeration controls thereof, provided that, if the Container has been supplied by or obtabel of the Container, this unsuitability or defective continon would have

- been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or by pre-cooled to packed the container was packed, or by pre-cooled to packed the container was packed, or by pre-cooled to container has been properly pre-cooled to the correct carrying temperature.

 12.3 That properly pre-cooled to the correct carrying temperature.

 13.3 That properly pre-cooled to the correct carrying temperature is contained and if a Merchant packed Container is collected and if a Merchant packed Container is collected and if a Merchant packed Container is collected and in the Merchant or customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier shall not be failed for any shortage of Goods replaced for the Carrier shall not be failed for any shortage of Goods.
- replaced, the Carner shall not be liable for any shortage of Goods ascertained upon delivery. The Merchant shall indemnify the Carrier against any loss, damage, the liability or expense whatsoever and howsoever arising caused by one or more of the natters referred to in clause 12.2, including but not limited to damage to Container, other cargo and the Vessel.

- Container within plus or minus 2 degrees Celsius of the contracted carrying temperature.

 The Merchant must take note that refrigerated Containers are not designed:

 (a) to cool or freeze Goods which have been loaded into a
- carrying temperature.

 1.2. The Membraham tusts take note that refrigerated Containers are not designed:

 (a) to cool or freeze Goods which have been loaded into a Container at a temperature higher than their designated for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor (b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity levels, and the control temperature than that required for the carriage, nor the maintenance of any intended level of humidity levels for the maintenance of any intended level of humidity inside the refrigerating or any other specialism ambiency plant, inside and that the Carrier sentended due difference before releasing the empty of the control of the co

14. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

14. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES inspection - The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Merchant. Special circumstances - 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 measures in relation to the Container or the Goods, and Carrier may without notice to the Merchant container or the Goods, and Carrier may without notice to the Merchant additional expense to carry or to continue the carriage of the Goods, and of the Container or the container or the container or the container of the Container or the Container or the Stabolated Expense or the manafore or alroat, under cover or in the open, at any place, whichever the Carrier in its absoluted discretion considers most appropriate, and any sale, disposal, abandomment or storage shall be deemed to constitute due elivery under this Bill of Lading. The Merchant shall indemntify the Carrier against any additional expense so incurred. The Carrier in exercising the any particular measures and shall not be liable for any loss, dislay or damage howsoever arising from any action or lack of action under this clause.

- includes a relating from any action or lack of action under this clause.

 5. DESCRIPTION OF GOODS AND MERCHANTY EISEPONSIBILITY

 5.1 This Bill of Lading shall be prima facie avidence of the weight by the carrier lack of the weight of the control of the company of the control of the company of the carrier in lading about the property of the carrier and continuous capega as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled Cyarriers Receipt on the front hereof.

 5. No representation is made by the Carrier as to the weight, contents, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

 5. The Merchant warrants to the Carrier that the particulars established to the control of the control of
- or the Place of Detwery, Untrodespore, with be levid and appayable by the Merchant thereafter in accordance with the fairff.

 If affirmed the property of the

- DANGEROUS OR HAZARDOUS GOODS

 1 The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them.

 When the Merchant delivers Goods of all, prior the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Goods shall be distinctly marked on the outside of the Goods shall be distinctly marked on the outside of the Goods shall be distinctly marked on the outside of the Container as well as on the outside of the packaging inside the Container os as to inclicate the nature thereof and the marking must comply with the requirements relevant international treaty or convention.

 10 The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its seventis, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses inclusing fines and penaties, and all rescontable legal contemporation, whether on board or ashore, arising from such Goods and/or from the breach of clauses of Eli, whether or not the Merchant was aware of the nature of such Goods.

 Noting contained in this clause shall derive the Carrier of any of its rights provided for elsewhere.

- Freight is payable, the Merchant shall be liable therefor and also for any expense threatly incursed.

 17.2 All Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is repeal or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship and/or cargo lost or relicted or the voyage abandrood. All Freight shall be 17.3 Every Person defined as "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the payment of all Freight and charges and for the performance of the obligations of each of them thereunder. Any Person engaged by the Merchant to perform to be exclusively the Merchant's agent for all purposes, and any payment of Freight to such Person shall not be considered payment to the Carrier in any event whatsoever. Failure of such third parties to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

- OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
 Goods, whether packed in Containers or not, may be carried on deck
 or under deck without notice to the Merchant unless it is specifically
 stipulated on the front hereoff that the Containers or Socials with
 stipulated on the front hereoff that the Containers or Socials with
 required to note, mark or stamp on the Bill of Lading any statement
 of such on-deck carriage. Save as provided in clause 19.2 sub.
 Goods (except livestock) carried on or under deck and whether or
 not stated to be carried on deck shall participate in general average
 purpose of the Hague Rules or the COGSA or any compulsority
 applicable legislation and shall be carried unless to such Rules or
 Act, whichever is applicable.
 Codds which are out of gauge and/or are stowed on or in open top.
 Codds which are out of grade and/or are stowed on or in open top.
 Ock of the container of the Computer of the Code of the C

- the CÖGSA shall not apply.

 20. MATERS AUVERSELY AFFECTING CARRIER'S PERFORMANCE

 20.1 If at any time the camings is or is likely to be affected by any whatsoever kind and however arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, reven though the circumstances giving rise to such hindrance, risk, danger, even though the circumstances giving rise to such hindrance, risk, danger, even though the circumstances giving rise to such hindrance, risk, danger, even the circumstances giving rise to such hindrance, risk, danger, even the circumstances giving rise to such hindrance, risk, danger, even the circumstances giving rise to such the carrier may at its sole discretion and without notice to the Merchant and whether or not the carriags is commenced either the carrier place.

 (a) carry the Goods to the contracted Port of Discharge or Place of Coods consigned to that Port of Discharge or Place of Delevery; or assignment of the contract of the c