## 1. DEFINITIONS

DEFINITIONS
 The following definitions shall apply in this Bill of Lading.
 Carrier means WEC LINES ESPARA, S.L.U.
 Sea Act, 1936.
 Combined Transport: arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport carries if the Carrier has processed to the processed of the Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-proc radrage and events.

ransport. <u>ontainer</u> includes any container, trailer, transportable tank, flat or pallet, r any similar article used to consolidate Goods and any connected or

paces. Combined Transport consists of a Port-to-Port carriage and Inland amport. Choldes any container, rather, transportable tank, flat or pallact, ordinaries in the consolidate Goods and any connected or consolidate Goods and any content of the Bill of Lading, including storage predicts and flowers upon the Connected Goods and any connected Goods and Connected Goods and Any connected Goods and Any

vessel, lighter or other watercard tidlized by the Carrier for carriage by sea. 2. CONTRACTING PARTIES AND WARRANNY
The contract evidenced by this Bill of Lading is between the Carrier and
the Merchant. Every Person defined as \*Merchant' is logitly and severally
islable towards the Carrier for all the various undertakings, responsibilities
and liabilities of the Merchant under or in connection with this Bill of Lading
and to pay the Freight due under it without deduction or set-off. The
Merchant warrants that in agreengs to the terms and conditions in this Bill
of Lading, he is the owner of the Goods or he does so with the authority of
the owner of the Goods or of the Person entitled to the possession of the
Goods or of this Bill of Lading.

3. CARRIER'S TARIEF

## 3. CARRIER'S TARIFF

CARRIER'S TARIEF
terms and conditions of the Carrier's applicable Tariff are incorporated to this Bill of Lading. Particular attention is drawn to terms and difficience consistency and the control of the properties and legal fees, etc. A copy of the applicable Tariff can descend to know and accept such Tariff. In the case of any conflict or onsistency between this Bill of Lading and the applicable Tariff, it is esent that this Bill of Lading shall present that the size of the things the control tariff.

- inconsistency between this Bill of Lading and the applicable Tariff, it is agreed that this Bill of Lading shall prevail.

  4. SUBCONTRACTION AND INDEMINY

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

  4.2 Contract.

  4.2 Including the contract on any terms whatsoever the whole or any part of the carriage, including liberly to further sub-contract.

  4.2 Including the many terms of the carriage and the made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any lossed owned or chartened by any of them any liability whatsoever in connection with negligence on the part of such Person. It any sub-claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the longelpring, every such servant, agent and Subcontractor shall be contained herein or otherwise benefiting the Carrier under this Bill of Lading, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier under this Bill of Lading, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier under this Bill of Lading, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier to the extent of such terms and conditions, does so on its own behalf and also as a contract of the Carrier to the extent of such terms and conditions which imposes or attempts to impose upon the Carrier by any Person which imposes or attempts to impose upon the Carrier apply liability whatsoever in turn against of the Persons mischlewery on the part of the Carrier, and if any such claim or allegation of the Carrier and if any such claim or allegation is the carrier and in any such claim or allegation is the carrier angainst and consequences thereof.

- of this Bill of Lading, whether or not arising out of regisjence or allegation should nevertheless be made, to indemnify the Carrier against all consequences there are a consequences there are a consequences the consequences that the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end that the Goods are loaded on board the Vessel and shall end that the Goods are loaded on board the Vessel and shall end that the Goods are loaded on board the Vessel and shall end that the Goods are loaded on board the Vessel and shall end that the Goods are loaded on the consequences that the governing law makes the Hague or the Hague-Wasty Rules complication; and the consequences that the governing law or a contractual arrangement, or custom and practice, or any court or tribunal decision developed that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, ballment or the period after discharge, including for misdellever, then Carrier's hall be the contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's hall be determined.

  2. Combined Transport The Carrier's liability for Combined Transport and the activity of the Carrier and the Carrier's liability of the Carrier and the Carrier's liability of the Carrier and the C

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 is brought in the United States, this Bill of Lading shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and affer discharge as long as the Goods remain in the custody of the Carrier or its Subcontractors, including cargo carried on deck. Nothing contained herein is to be deemed a surrender by the Carrier any of its responsibilities or inabilities under the COGSA. Except for clause 5, every other term, condition, limitation, defence and lively whatsoever contained in this Bill of Lading shall apply to carriage in the US Trades.

United by the Companies of the Self of Lading shall apply to carriage in the 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 convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

7. AFRICA CLAUSE In case of carriage to or from the continent of Africa, the responsibility of the carrier prior to loading on or after discharge from the vessel at a port in the continent of Africa shall be determined by the provisions of 5.1 above, notwithstanding any other provisions to the contrary in this Bill of Lading.

- the continent of Africa shall be determined by the provisions of \$1 shows, notwithstanding any other provisions to the contrary in this Bill of Lading.

  8. COMPENSATION AND LIABILITY PROVISIONS

  8.1 Subject always to the Carrier's right to limit liability as provided for some contractions of the contraction shall be calculated by reference to the invoice value of the Goods, plus Freight and insurance if paul, if there is no invoice value of the Goods of if any such invoice is not borna fide, such compensation shall be calculated 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 normal value of goods of the same kind and/or quality, in clause 8.3:

  8.2.1 (a) If and to the extent the Hague Rules or Hague-Visby Rules are computsorily applicable to this Bill of Lading by virtue of clauses 5.1, 5.2.1 or 5.2.2 (o) or (d) or or thereview, the Carrier's liability for breaches or wrongs occurring during whatsoever exceed the amounts provided in the Hague Rules or Hague-Valby Rules, whichever are compulsorily applicable.

  (b) Indiana the contraction of the contract
- Centre Ind. View resease shallow any event be or become liable in an anount exceeding USSSOD per package op per customary. 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 claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the Carrier has been stated by the Lading and advalement paragrees and the lading and advalement paragrees and in that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading, Amy partial loss or damage shall be adjusted pror rate on the basis of auch Declared Value. Nothing in the Bill of Lading shall operated to limit or deprive the Nothing in the Bill of Lading shall operated to limit or deprive the Nothing in the Bill of Lading shall operate to limit or deprive the Nothing in the Bill of Lading shall operate to limit or deprive the other of the Section of liability authorised by any applicable leavs, statutes or regulations of any country or which would have been applicable in the absence of any country or which would have been applicable in the absence of any country or which would have been applicable in the absence of any country or which would have been applicable in the absence of any country or which would have been applicable in the absence of any country or which would have been applicable in the absence of any country or which would have been applicable in the absence of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

Carrier.

9. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
The scope of voyage herein contracted for may or may not include usual
the scope of voyage herein contracted for may or may not include usual
to lading contract or not and may include transport of the Goods to or from
any facilities used by the Carrier as part of the carriage, including but not
limited to off-dock storage. The Carrier does not promise or undertake to
load, carry or discharge the Goods on or by any particular Vessels, date or
time. Advertised sailings and arrivals are only estimated times, and such
schedules may be advanced, delayed or cancelled without notice, in no
event shall the Carrier be liable for consequential diamages or for any delay
used to transport the Goods by sea or otherwise. If the Carrier should
nevertheless be held legally liable for any such direct or indirect or
consequential loss or dranage caused by such allegade delay, such liability
shall in no event exceed the Freight paid for the carriage.

- reverue seems our fleet or graphy alone for any such circled or indirect or consequential soor of damage caused by such alleged delay, such lability shall in no event exceed the Freight pad for the carriage.

  10. THE THOS AND FOURSE OF CARRIAGE

  10. The Carrier may at any time and without notice to the Merchant:
  (a) usery means of transport or storage whatsoever.
  (b) transfer the Goods for more conveyance to sancher including of the Goods by such means of transport whatsoever, even though transingment or forwarding of the Goods by such means may not have been contemplated or provided for herein:
  (c) and the contemplate of transport whatsoever, even though transingment or forwarding of the Goods by such means may not have been contemplated or provided for herein:
  (c) an experiment of the Coole of the

- delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

  11.NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

  11.Notice of lose or diamage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery, If the loss or dramage is not apparent before or at the time of delivery, brotice must be given within three (3) days of delivery to the by the Merchant to the Carrier's agent at the Port of Discharge.

  11.2 Time bar In any event, the Carrier shall be discharged from all liability if aut is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered and for claims related to loss or damage during Island Transport the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by wither of claimes \$5.22 (8) or (b).

  11.3 merchant of the Carrier Scholler of the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively in the High Court of London and English Law shall exclusively in the United States District Cundon and English Law shall exclusively in the United States District Cundon and English Law shall exclusively in the United States District Court and agrees to be responsible for the measurable legal expensively apply. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the measurable legal expensive the Merchant varies any objection to the personal jurisdiction over the Merchant of the above agreed fore.

  In the case of any dispute relating to Freight or other sums due from Merchant of the above agreed fore.

  In the case of any dispute relating to Freight or other sums due from Merchant of the above agreed fore.

- 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 by:
    (a) the manner in which the Goods have been packed, stowed, stuffed or sourced in the Container, or
    ) the unsuitability of the Goods for carriage in the Container 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 refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have

- been apparent upon inspection by the Merchant at or prior to the time when the Cortainer was packed, or the time when the Cortainer was packed, or the cortainer was packed, or the cortainer was packed, or the cortainer has been properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

  12.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container and Merchant-packed Containers and and the container and Merchant or customs or security control intact, or the Carrier can establish bons fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods succertained upon delivery. Whe Carrier against any loss, damage, fability or expense whatsoever and hownower arising caused by one or more of the matters referred to in clause 12.2, including but not limited to damage to Container, other cargo and the Vessel.

- liability or expense whatsoever and howeover arising caused by one or more of the matters referred to in clause 12.2, including but one or more of the matters referred to include 12.2, including but on timited to damage to Cortainer, other cargo and the Vessel.

  13. REFRIGERATION, HEATING, INSULATION
  13.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the foroit of the foroit of the contraction of the co

unless noted on the front hereof and additional Freight is paid.

14. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
Inspection - The Carrier shall be entitled, but shall be under no obligation, the properties of the control of the

- 15. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY
  15.1 This Bill of Lading shall be prima facie evidence of the receipt by the
  Carrier in apparent good order and condition, except as otherwise
  noted, of the total number of Containers or other packages or units
  indicated in the box entitled "Carriers Receipt" on the front hereof.
  15.2 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.

- Van operseerlation is made by the Learner as to the weight, contents, amake, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

  3 The Merchard warrants to the Carrier shall be particular relating and the submitted of the content of th
- and costs resulting from such action, including but not limited to any detention, demurage and storage charges for the Goods and/or the Central Control of the Control of t

- 16. DANGEROUS OR NAZARDOUS GOODS

  16. 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 approach to carry them.

  When the Marchant delivers Goods of a dangerous or hazardous nature with the approach to carry them.

  When the Marchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Marchant shall fully inform the Carrier in the Marchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Marchant shall fully inform the Carrier in presentations or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside of the packaging inside the Container as well as on the outside of the packaging inside the Container as on as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international teady or convention.

  16.2 and defend the Carrier, its servants, agents and subcontractors and retired the Carrier, its servants, agents and subcontractors and any third party for all loss, damage, delay personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Yessel, any cargo, and other property, whether on board or abore, arising from such Goods and/or from the breach of clause 16.1, whether or not the Merchant 16.3. Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.
- was aware of the nature of such Goods.

  16.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

FREIGHT AND CHARGES

17.1 Freight has been calculated on the basis of the Shipper's partiand if such particulars are found to be erroneous and add

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

  17.2 All Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall cargo lost or not lost or the voyage abandond. All Freight shall be paid when due without any set-off, counter claim, or deduction.

  13. Every Person defined as "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the payment of all Freight them brevander. Any Person engaged by the Merchant to perform forwarding services with respect to the Goods shall be considered to be exclusively the Merchant's agent for all purposes, and any payment of Freight to such Person shall not be considered any payment of Preight to such Person shall not be considered as default by the Merchant in the payment of Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight LEM.

default by the Merchant in the payment of Freight.

18. CARPIER'S LIEM

THE CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A LIEN ON

THE GOODS AND ANY DOCUMENT RELATING THERETO FOR FREIGHT

AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER

ADEL THE CARRIER, ITS SERVANTS OR AGENTS SHALL ALSO HAVE A

LIEN AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENT

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- the COGSA shall not apply.

  20. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE
  20.1 If at any time the carriage wine the six of the COGSA shall not apply.

  20. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE
  20.1 If at any time the carriage is or is fixely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of by the carriage of the codes and store them subner or affoat upon the terms and conditions of this Bill of Lading and endeavour to forward them as soon as possible, but the Carriar makes no representations as to the maximum period carriage by the carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, and the Merchant's disposal at any place or port which the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, whereupon the responsibility of the Carrier is unable by the exercise of reasonable endeavours to continue the carriage, and the Merchant's data play any additional costs incurred to the submitted to such additional Freight and costs as the Carriage of the codes of the carriage, and the Merchant's allal pay an

- notwithstanding the provisions of clause 10, the Carrier shall be entitled to such additional Freight and costs as the Carrier shall be entitled to such additional Freight and costs as the Carrier may determine.

  21. NOTIFICATION AND DELIVERY

  21.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier failure to give such notification shall not subject the Carrier to any liability nor control of the Carrier failure to give such notification shall not subject the Carrier to any liability nor provided for in the Carrier's applicable Tarriff or as otherwise agreed. If the Merchant falls to do so, the Carrier may without notice unpack the Goods if packed in Containers and/or store the Goods schored. If the Merchant falls to do so, the Carrier may without notice unpack the Goods if packed in Containers and/or store the Goods schored. Such storage shall forthwith upon demand be paid by the Merchant to the Gords.

  21.3 In the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at its discretion and without prejudice to any other rights which it may have against to its office. The Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at its discretion and without prejudice to any other rights which it may have against to its conscious or the control of the sums due to the Carrier from the Merchant under or incomendor with this Bill of Lading.

  21.4 Related by the Merchant of any part proceeds of sale in reduction of the sums due to the Carrier from the Merchant under or incomendor with the Bill of Lading.

  22. Both to BLAME COLLISION CLAUSE

and/or abandoned by the Merchant.

22. BOTH TO BLAME COLLISION CLAUSE

If the Vesses comes into collision with another ship as a result of the
If the Vesses comes into collision with another ship as a result of the
master, rearine, pilot or the servants of the Carrier in the navigation or in the
management of the Vessel, the owners of the Boods carrier hereunder
will indemnify the Carrier against all loss or liability to the other or nonarrying ship or her owners in or far a such loss or faibility represents loss
of, or damage to, or any claim whatsoever of the owners of said Goods,
and or payable by the other or non-earrying ship or her owners to the
owners of said Goods and set-off, recouped or recovered by the other or
on-carrying ship or her owners as part of their claim against the Vessel
operators or those in charge of any ship or ships or objects other than,
or in addition to, the colliding ships or objects are at fault in respect of a
collision or contact.

or in addition to, the colliding ships or objects are at fault in respect of a collision or contract.

23. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted, stated and settled at any port or place at the Carrier's option, ascording to York - Artiverip Rules 1994 except at the Carrier's option, ascording to York - Artiverip Rules 1994 except laws and usages at any port or place at the Carrier's option, save that General Averages are engineering to the owner or operator of that Vessell . Average suprement of borned and such cash deposit (psystlet as additional security for the contribution of the Goods and salvage and special charges thereon, shall be turnished before delivery or forwarding. In the event of accident, danger, damage or diseaset, before or after the contribution of the Goods and salvage and special charges thereon, shall be turnished before delivery or forwarding. In the event of accident, danger, damage or diseaset, before or after which the Carrier in Secretary of the Carrier of the Carrier in the Carrier in Carr

24. SEPARBLITY AND VARIATION OF TERMS, FINAL CONTRACT. The terms of this Bill of Lading shall be separable and, if any term or provision hereof or any part of any term or provision shall be line will to any extent, it shall be invalid to any extent, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Bill of Lading is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Bill of Lading has been issued pursuant to another contract between the Merchart and the Carrier, when such other contract and this Bill of Lading shall be construed together. This Bill of Lading and its terms and conditions may not be changed onable.

1. DEFINITIONS
The following definitions shall apply in this Sea Waybill:
Carrier means WEC LINES ESPARA, S.L.U.
COGSA means the U.S. Carriage of Goods by Sea Act, 1936.
Combined Transport arises if the Carrier has indicated a Place of Receipt
Combined Transport arises if the Carrier has indicated a Place of Receipt
Transport consists of a Port-to-Port carriage and hiand Transport
Constainer includes any container, trailer transportable tank, filat or pallet,
or any similar article used to consolidate Goods and any connected or
consessory equipment. Reight and all changes, costs and expenses.
President of the Carrier in accordance with the applicable Tariff
and this Sea Waybill, including storage, per diem and demurrage.
Goods: includes the whole or any part of the cargo carried under this
sea Waybill, including since packing or packaging materials and Merchant
owned or leased Containers.
Unification of Certain Fulse relating to Bills of Lading signed at Brussels on
25 August 1924 with the express exclusion of Article 9.
Hague-Visty Pulses: means the provisions of the Hague Rules 1924 as
Amended by the Protocol adopted at Brussels on 23 February 1968, and
anything to the contrary herein it is expressly agend at the rothing herein
shall contractually apply the Hague-Visty Rules to this Sea Waybill, including storage of the search of the search of the search of the contrary herein it is expressly agend that nothing herein
shall contractually apply the Hague-Visty Rules to this Sea Waybill and
the Sea Waybill. Including storage of the orthogeneous the search of the search of

Sea Whybil. and Transport: means carriage during Combined Transport other than ween the Port of Loading and the Port of Discharge. rechant: includes the Shipper, Consignee, holder of this Sea Waybill, the elver of the Goods and any Person owning, entitled to or claiming the session of the Goods or of this Sea Waybill or anyone acting on behalf

is Person.

The control of the Contr

Int-to-Port carriage: means carriage between the Port of Loading and Port of Discharge, Port of Discharge, Port of Discharge, Load boothractor includes but is not limited to the owners, charterers and rateriors of the Vessells) other than the Carrier, as well as stevedores, who the control of the control of the control of the control of the housemen and any independent contractors employed by the Carrier of the carriage, and any offence or independent of the agent the carriage, and any offence or independent of the seek includes the vessel named herein or any substituted vessel, feeder seek lighter or other watercraft utilized by the Carrier for carriage by sea.

vessell, lighter or other watercraft utilized by the Carrier for carriage by sea.

Z CONTRACTIVE PARTIES AND WARRANT?

The contract evidenced by this Sea Waybill is between the Carrier and the Merchart and in particular the Consignee with a legible copy of all the Terms and Conditions contained in this Sea Waybill. Every Person defined as "Merchant" is jointly and severally liable towards the Carrier for all the various undertakings, posnibilities and liabilities of the Merchart under or in connection with this Sea Waybill and to pay the Prelight due under the without conditions in this Sea Waybill, he is the owner of the Goods or he does so with the authority of the owner of the Goods or he does so with the authority of the owner of the Goods or of the Person ertitled to the possession of the Goods or of the Merchant.

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# SUBCONTRACTING AND INDEMNITY

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

  The whole of the part of the carriage, including liberty to further sub-contract.

  He Merconfrest, ballenet, test or otherwise shall be made significantly server, and the part of the carrier which imposes per attempts to impose upon any of them or any Vessel owned or hartered by any of them any liability whatsoever in connection with se Goods or the carriage of the Goods whether or not arising out of head of the second or the carriage of the Goods whether or not arising out of the condown whether or not arising out of the Goods whether or not arising out of the other second whether or not arising out of the condown whether or a second whether or not arising out of the condown whether or a second whether or not arising out or to be foregoing, every such servant, agent and Subcontractors shall awe the benefit of all terms and conditions of whatsoever nature against any such as a second whether or not apply the second whether or not continued to the second whether or not continued the second whether or not car

- to the colors of the thing has accordance with the terms and contidence for misdelivery on the part of the Carrier, and if any such dain or allegation should nevertheless be made, to indemnify the Carrier and imaginated incorpsopers thereof.

  ARRIER'S RESPONSIBILITY

  Port-to-Port carriage—It carriage under this Sea Waybill is Port-to-Port carriage—It carriage—It carriage under this Sea Waybill is Port-to-Port carriage—It c

- 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 is brought in the United States, this Sea Wayhill shall have effect subject to the provisions of the COSSA and to the provisions of the COSSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after dischaege as long as the Goods remain in the custody of Nothing contained herein is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under the COSSA. Except for clause 6, newly other time, condition, limitation, of defice and liberty the US Trades.
- the 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 carbon which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereot.

7. AFRICA CLAUSE In case of carriage to or from the continent of Africa, the responsibility of the carrier prior to loading on or after discharge from the vessel at a port in the carrier prior to loading on or after discharge from the vessel at a port in the carrier prior to the carrier of 5.1 above, netwithstanding any other proteions to the contrary in this Bill of Lading.

- they are delivered or should have been clievred to the Merchant. The market value of the Goods shall be fixed according to the current that market value of the Condition of the

indemnity immediably when requested by the Carrier.

9. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Waysh considered to the contract of the contr

- onsequential loss or damage caused by such alleged delay, such sability half in one water secend the reight plan for the carriage.

  METHODS AND ROUTES OF CARRIAGE.

  (a) use any means of transport or storage whatsoever;
  (ii) use any means of transport or storage whatsoever;
  (iii) transler the Goods from one conveyance to another including transshipping or carrying the Goods on a Vessel other than of the contract of the contract

- Anything done or not done in accordance with clause 10.1 or any carriage and shall not be a deviation.

  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 delivery, if the loss or damage is not apparent before or at the time of delivery, if the loss or damage is not apparent before or at the time of delivery, notice must be given writin three (3) days of delivery to the Merchart or fas agent. Claims shall be submitted in writing addressed and the state of the state of the state of the delivery, if the loss or damage shall be submitted in writing addressed to the delivery of the Goods or the date that the Conds should have been delivered for claims related to loss or damage during the Port-to-Port carriage, the shorter of nine (9) months or any time limit provided for by any applicable international convention, national law, regulation or contract by writue of claimse 5.2.2 (a) or (b).

  11.3 ontract by writue of claimse 5.2.2 (a) or (b).

  11.4 Merchant a sevent of the convention of the carriage contracted for hereunder was to or from the United States of America, in which carries, and the state of the convention of the Contract of the convention of the Contract of the convention of the Contract of the Contract of the Contract of New York and U.S. law shall exclusively apply. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in removing a suit filed in archite forum. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in removing a suit filed in archite forum. The Merchant agrees to be responsible for the reasonable legal expenses and costs of the Carrier in removing a suit filed in archite forum. The Merchant of the bove agreed fora.

  In the case of any dispute relating to Freight

- Where on the well-dark lets is place to Disdense.

  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.

  12.1 The very container that we have the container for suitability for carriage shall be prima facile evidence of its being sound and suitable for relative shall be prima facile evidence of its being sound and suitable for social containers shall not be liable for loss of or damage to the Goods.

  - The primar stude example in the liable for fass of or damage to the Goods seed by:

    the manner in which the Goods have been packed, slowed, stuffed or secured in the Container, or the unsuitability of the Goods for carriage in the Container or the unsuitability of the Goods for carriage in the Container or the unsuitability of the Goods for carriage in the Container or the unsuitability or defective condition of the Container or the uncornet setting of any refrigeration controls thereof, provided that the container is the container of the container or the container of the container or the container of the container or the conta

- The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customs or security control intact, or the Carrier can establish boat fide circumstances in which the original seal was established to the control of the contro

- isability or expense whatsoever and howsoever arising caused by one or more of the matters reterred to in clause 12.2, including but not mitted to damage to Cortainer, other cargo and the Vessel.

  13. REFRIGERATION, HEATING, NISULATION

  13. Is Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the form of this Sea Waybill and extra Freight paid, if a carrying temperature is noted on the total containers with refrigeration, heating or insulation shall not to be Carrier at plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius from the contraction of the Contracted carrying temperature.

  13.2 The Membrant must table note that erfigerated Containers are not closed into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature. The Carrier shall not be inseparative than their designated carrying temperature. The Carrier shall not be inseparative than their celsignated carrying temperature. The Carrier shall not be inseparative than their required for the carriage, nor (b) to monitor and control humidity levels, even if a setting facility exists, and because hurnidity is influenced by many external factors the Carrier does not ugaranter and is not responsible any Container.

  13.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerated or any

unless noted on the front hereof and additional Freight is paid.

4. INSPECTION OF COODS AND SPECIAL CIRCUMSTANCES inspection—This Carrier shall be entitled, but shall be under no chigation, 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, verify and weigh the contents without notice to the Merchant safety or properly be carried or carried further, either all or without safety or properly be carried or carried further, either all or without contents of the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the carrierage of the Goods, and or to sell or dispose of them and/or to barbor the carrierage and for to store the Carrier in its absolute discretion considers most appropriate, and any sale, disposal, abandonment or storage shall be deemed to constitute due the Carrier in this Seaf Weight II. The Merchant shall indemnify the Carrier the Bitteries contained in this clause shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

- damage howsoever arising from any action or lack of action under this citatuse.

  15. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY
  15.1 This Sae Wayyill shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise indicated in the box erithtic Carriers Receipt on the front hereof.

  15.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality description, condition, temperature, marks, measure, quantity, quality, description, condition, temperature, marks, measure, quantity, quality, description, condition, temperature, marks, measure, quantity, quality, description, condition, temperature, marks, on the carrier and the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Sea Wayyilli and that such Merchant, are adequate and correct. The Merchant varrants that the Goods are setley and securely packed in the Container.

  15.4. The Merchant also warrants that the Goods are safely and securely packed in the Container, containers, and the container of th
- any increased liability so caused, including reasonable legal ensess and costs.

  Merchant shall comply with all regulations or requirements usustome, port and other authorities, and shall bear and pay all ses, taxes, fines, imposts, superises or losses (including, without rigings undertaken), incurred or suffered by reason thereof, or by son of any illegal, incorrect or insufficient declaration, marking, higher processing of the Goods, and shall informity the ririer in respect thereof, including reasonable legal expenses and its.
- Carrier in respect threed, including reasonable legal expenses and costs.

  Carrier in respect threed, including reasonable legal expenses and costs.

  Carrier in respect threed, including reasonable legal expenses and costs.

  It by over a drie a characteristic state of the control of the food of the cost o

- DANGEROUS OR HAZABOUS GOODS

  1 The Carrier will not accept any Goods of all and research the control of the Carrier will not accept any Goods of all and reuse particulars and the Carrier's written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall tally inform the Carrier in when the Merchant shall tally inform the Carrier in precautions or hazardous nature to the Carrier, the Merchant shall tally inform the Carrier in precautions or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside of the peckaging inside the Container as well as on the outside of the peckaging inside the Container as set in dicate the nature thereof and the marking must comply with the requirements relevant international freaty or convention.

  2 The Merchant shall be fully liable for and shall indemnify, hold harmises and defend the Carrier, its servants, agents and penalising and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any cargo, and other property, whether on board or ashore, arriing from such Goods and/or from the treate of clause 16.1, and in resonable for elsewhere.

  3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

  FREIGHT AND CHARGES

  1 Firstiff has been calcalisated on the basis of the Shipper's particulars.

- PREIGHT AND CHARGES

  Freight has been calculated on the basis of the Shipper's particulurs and if such particulars are found to be erroneous and additional Freight is payable, the Merchant shall be liable therefor and also for any expense thereby incurred.

  All Freight is earned and due upon receipt of the Goods by the Carriec, whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship and/or cargo lost or not lost or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deduction.

  Every Person offended as "Macchant" in clause is 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 hereunder. Any Person engaged by the Merchart to perform forwarding services with respect to the Goods shall be considered to be ecclusively the Mercharts agent for all purposes, and suppose, and suppose the considered to be expected by the Merchart agent for all purposes, and suppose the considered to be exclusively the Merchart agent for all purposes, and suppose the considered as 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.

default by the Merchant in the payment of Freight.

18. CARRIER'S LIEN

THE CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A LIEN ON

THE CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A

THE GOODS AND ANY DOCUMENT RELATING THERETO FOR FREIGHT

AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHOMSOEVER

DUE. THE CARRIER, ITS SERVANTS OR AGENTS SHALL ALSO HAVE A

LEN AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENT

RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO

dray servart, agent of Subcontractor, whether the contractual carriage is

completed or not. The Carrier's lien shall also extend to cover the cost and

gall expense of recovering any sums due. The Carrier shall have the right

to sell any Goods liened by public auction or private treatly without notice

from the Merchant the difference between the amount due to the Carrier

and the net amount realised by such sale.

- and the netratural realised by such aile.

  19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

  19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

  19. Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically be carried under deck. It carried on deck, the Carrier shall not be required to note, mark or stamp on the Saa Waybill any statement of such on-deck carriage, Save as provided in clause 19.2 such not stated to be carried on deck, the Carrier shall not be required to note, mark or stamp on the Saa Waybill any statement of such on-deck carriage, Save as provided in clause 19.2 such not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or the COGSA or any computionly applicable legislation and shall be carried subject to such Rules or 19.2. Goods which are out of gauge and/or are stowed on or in open top containers, flatracks or platforms, and which are stated on the front hereof to be carried on deck, and all livestock whether carried on on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthness or negligence or any other cause whatsoever and the Hague Rules or redigence or any other cause whatsoever and the Hague Rules or

- cells all self unity and training when the Caused by the Place of the COSSA shall not apply.

  20. MATTERS ADVERSELY AFFECTING CARPIER'S PERFORMANCE
  20.11 states by the the carriage is or is likely to be affected by any interactions, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even disadvantage) or the carrier by the carrier by

- 2 If the Carrier elects to invoke the terms of this clause 19, then notwithstanding the provisions of clause 9, the Carrier engl other chairs of the control of the control

and/or abandoned by the Merchant.

22. BOTH TO BLAME COLLISION CLAUSE
If the Vessel comes into collision with another ship as a result of the
negligence of the other ship and any act, neglect or default of the master,
mariner, pilot or the servants of the Carrier in the navigation or in the
management of the Vessel, the owners of the Goods carried hereunder
will indemnify the Carrier against all loss or liability to the other or noncarrying ship or her owners in the Goods carried hereunder
will indemnify the Carrier against all loss or liability to the other or noncarrying ship or her owners in so the as such loss or fability represents loss
paid or payable by the other or non-carrying ship or her owners to said Goods and set-off, recoupted or recovered by the other or
non-carrying ship or her owners as part of their claim against the Vessel
or Carrier. The foregoing provisions shall also apply where the owners,
or in addition to, the colliding ships or objects are at fault in respect of a
collision or contract.

23. GENERAL AVERAGE AND SALVAGE
General Average shall be adjusted, stated and settled at any port or place
at the Carrier's option according to York - Antwerp Rules 1934 except
Rule XXII and, as to matters not therein provided for, according to the
Rule XXII and, as to matters not therein provided for, according to the
General Average on a Vessel not barebase chartered by the Carrier shall
be adjusted according to the requirements of the owner or operator of
that Vessel. Average agreement or bornd and such cash deposit (payable
at Carrier's option in United States currency) as the Carrier may require
as additional search for the continuation of the Goods and salvage and
in the event of accident, danger, damage or disaster, before or after
commencement of the voyage resulting from any cause whatsover,
whether due to negligence or not, for which, or for the consequence of
which, the Carrier is not responsible by status, contract, or otherwise,
which carrier is not responsible by status, contract, or otherwise,
the Carrier in General Average to the payment of any sacrifices, losses, or
shall pay salvage and special charges incurred in respect of the Goods, as
shall pay salvage and special charges incurred in respect of the Goods, and
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shall pay salvage and special charges incurred in respect of the Goods, and
shall pay salvage and special charges incurred in respect of the Goods, as
shall pay salvage and special charges incurred in respect of the Goods and salvaging ship or shalvaging ship or one or shalvaging ship or owners of the Goods is thoeper.

zx. sz-PRABELITY AND VARIATION OF TERMS, FINAL CONTRACT
The terms of this Saa Waybill shall be separable and, if any term or
to any axtent, it shall be invalid to that extent, but no further and such
circumstance shall not affect the validity or enforceability of any other
term or provision hereof. This Saw Waybill is the final contract between
the parties which supersedes any prior agreement or understanding
whether in writing or verbal, save where this Sae Waybill has been
issued pursuant to another contract between the Arechant and
construent copeliner. This Sae Waybill and or a Waybill is tall be
noted to be considered to the contract between the parties which
construent copeliner. This Sae Waybill and its terms and conditions may
not be changed orally.