# FESCO OCEAN MANAGEMENT LIMITED

The Ocean Carrier or Inland Carrier has received from the Merchant the Goods (or the containers or packages said to contain the Goods), in apparent good order and condition unless of indicated, to be carried subject to ull the terms on the face and back of this Bill of Lading from the place of receiver or port of loading to the port of discharge or place of delivery, there to be de frequient by the Coan Carrier, this Bill of Lading duy endorshows must be surrendered in exchange for the Goods. If dupticate originals of this Bill of Lading to any other suited, and if one of the originary of the Coan Carrier or is against, then the others shall become void. None of the terms of this Bill of Lading can be waived by or for the Ocean Carrier except by express waiver signally authorized agont of the Ocean Carrier.

a duly anthorated agent on the Vesen Carner. IDEFFNTIONS When such in this fill of Lafang (A) "Oxean Carreir" means Piezo Oxean Management Limited which performs the sea carriage of the Goods. (B) "Intal Carreir" means Piezo Oxean Management Limited which performs the sea carriage of the Goods. (C) "Intermedial Transportation" means carriage of the Goods under the Bill of Lafang by the Oxean Carrier plus one or more Intalad Carrier, from the Macelant or its (C) "Tetermedial Transportation" means carriage of the Goods under the Bill of Lafang by the Oxean Carrier plus one or more Intalad Carrier, from the Macelant or its (D) "Port to -boy Transportation" means carriage of the Goods under the Bill of Lafang over the Intermedial Transportation and the pointly and severally liable to the Oxean (D) "Port to -boy Transportation" means carriage of the Goods under the Bill of Lafang obsteme that Carrier, plus one or more Intalad Carrier, and the owner and the Digent of the Goods on the the Bill of Carling, and the owner of the Goods. If whom shall be piontly and severally liable to the Oxean Carrier for the paynets of all register and charges, and for the porformance of the Goods theore for the Goods. The Goods, the Oxean Carrier, includes the Oxean Carrier, includes the Countines as well. (P) "Coods" mean the cargo baselihood on the Base of this Bill of Lafang, and the owner of the Goods. If whom Shall of Eading the Count Carrier, include the containers as well. (P) "Coods" mean the cargo baselihod on the Base of this Bill of Lafang and the fluctuation and the bill be count Carrier, include the containers as well. (P) "Coods" mean the cargo baselihod on the Base of this Bill of Lafang and the lowes on the provided by or on behalf of the Oxean Carrier, include the containers as well. (P) "Coods" mean the cargo baselihod to an the Lage of the Hall Baselihod and the latter to transport. (P) "Lakers" (P) theoremeter of the Coods have been loaded on board relates or anein, the casted y dhe Oxean Carrier, in th

2. CALSEP PRAMUUM: Long out the problem of Lalage overse survige of Goods by water this Bill of Lading shall have effect onlyiest to the provisions of the "Happe Rules", namely the International Conversion Unification of Cortain Rules Relating to Bills of Lading, dated at Bronests on August 23, 17024, as annumbed (including, where exacted, the Provace Caladod at Bronests, Fernary 23, 19054, the Visby Relation, and an exact of the conversion on such exact ment is in force in the country of destination (set is otherwise computioned) applicable), the terms of the Rules as exacted by the Conversion and Laphy. s as enacted in the

GOVERNING LAW AND JURISDICTION.
 Anv claim or dispute arising under this bill of lading shall be referred to the exclusive jurisdiction of the Hong Kong courts and will be governed by English law

4. LIMITATION OF LIABILITY; DEFENCES. (A) Nothing in this Bill of Lading shall limit or deprive the Ocean Carrier of any exemption from liability, limitation of liability, or statutory protection authorized by the applicable laws, status or regulations of any country. (B)The defenses and limits of liability provided in this Bill of Lading shall apply in any claim against the Ocean Carrier, whether the claim is based upon contract, tort or otherwise.

5.SERCONTEXCITUS; ESEMPTIONS AND IMMUNITIES OF SUBCONTEXCITUS; (A) "Sciences in the strain and provide in the strain and th

relation to the Goods. (C) The Merchant agrees to make no claim against any Subcontractor except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connections with the Goods. The Merchant shall indominify the Ocean Carrier against all consequences of dams by any Subcontractor against (O) Whoth or projects to the foregoing an any claim by the Merchant against a Subcontractor regarding handling, torget, or carrier of the Goods, every such Subcontractor shall have the brenfit of all provisions in this Bill of Lanling is if such provisions were expressly forthe Subcontractor shall have the lowerfit, and in nettering into this contract the Ocean Carrier, to the extent of theme provision, dese so not only on its owned for the Subcontraction, all of whom will be in certain be demonstrated by the Sill of Lanling.

so not any oni own behalf, but also as agent for the Subcontractors, all of whom will to this extent be deemed to be parties to the contract contained in or evidenced by this Bill of Lading.
A ERSENSBEILTY DOE LOSS OR DAMAGE.
(A) Isofar as this Bill of Lading to not for Post-totic Transportation of the Cooke. The Coene Carrier Anall net be liable for loss or damages cancel before hospital and summe no responsibility therefor. Pre-carring and or carrier as calculated to the particle to the Coene Carrier as calculated to the Schechart's agent and a summe no responsibility therefor. Pre-carring and or carring of the Cooke area of the Coene Carrier and each liable for alloss of and and the coene Carrier as calculated to the Schechart's agent and a summe no responsibility therefor. Pre-carring and or carring of the Cooke area of the transportation of the Cooke area of the transportation storage of the Cooke stere to ball and a correst of the Merchart's agent and a summe no responsibility therefor. Pre-carring and or carring and or Carrier and each liable for any loss of and partice and the Merchart's agent and summe no responsibility therefor. Pre-carring and or carring and or Carrier and each liable for any loss of and partice and the Merchart's agent and carrier as the liable for any loss of and partice and the Merchart's agent and carrier as the liable for any loss of and partice and the Merchart and the part of the Cooke area of the Scheck struct the transportation of the Cooke area of the scheck struct and the port of scheck struct be the scheck struct and the port of scheck struct beneformed the scheck struct and the port of scheck struct beneformed the scheck struct and the port of scheck struct beneformed the scheck struct and the port of scheck struct beneformed the scheck struct and the loss of the scheck struct and the port of scheck struct beneformed struct and the port o

### 7. ROUTE OF TRANSPORT: TRANSSHIPMENT: FORWARDING

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(A) At the Oscient Controls', distortions and authors and/ex to the Mexchant, the Goods may be carried as a single shipment or as several shipments, by the Vessel named in this Bill of Lading or by any other means of transport by land, water or air, whether or not owned or operated by the Ocean Carrier, and by any yours, whether or not owned or operated by the Ocean Carrier, and by any yours, whether or not so the direct, advertised, or existing or hyperbolic transport by land, water or air, whether or not so the direct, advertised, or existing are split to the site of the nat any yoor to place for transport by may be forward to the hyperbolic transport by may be forward to the hyperbolic transport.
(C) If the Goods cannot be found at the port of discharge or place of delivery, of if they are mais circitrative there also not the influence of the site of

# 8. LIBERTIES.

LINEATURS. (A) Is any studion, whether or not existing or anticipated before commenscenent of the transport which in the judgement of the Ocean Carrier (including but not limited to the Master and any person charged with the transport or safeleopting of the Goods) has given or is likely to give rise to duagar, jingri, base, or delay to the Vessel. apprecise, the Goods, at any property, or has made is likely to make, limited, including and the interest of the Ocean Carrier of the Mechanian to commense the transport, to continue the transport to the Coods at the point of discharge, or to distribute the discharge in the Coods at the point of the Coods at the transport. The continue the transport to discharge the Coods at the point of locality of the Coods at the transport to discharge the Coods at the point of the Coods at the transport to discharge the Coods at the point of locality of the Coods are on the Vessal there discharge the transport to discharge the Coods at the point of locality of point of the Coods at the transport to discharge the Coods at the point of locality of the Coods at the transport to discharge the Coods at the point of locality of the Coods at the point of locality of point of the Coods at the discharge the cood at the point of locality of the Coods at the discharge the cood at the point of locality of the Coods at the discharge there coods at the point of locality of the Coods at the

or other label troubles whether partial or general and whether or not involving employees of the Ocean Carrier or its Subcontrators, congestion of port, wharf, scaterminal, or similar place, biotraga, absence, or obtained or labor or facilities for loading, dicharge, delivery or other handling of the Goods, epidemicro or diseases; bad weather, shallow water, its, landbillow or water (sc. landbillow or other (sc. landbillow) or a factor (sc. labor). The second of the second of the Goods or point or obtained of the second of the Second of the Goods, epidemicro or diseases; bad weather, shallow water, its, landbillow or the troug of the Goods or point or stages of the Second of the

9. DESCRIPTION OF PARTICULARS OF GOODS. Any description on the face of this Bill of Lading of marks, quality, quantity, weight, measure, nature, value or any other particulars of the Goods is as furnished by the Merchant. The Ocean Carrier shall not be reprossible for the accuracy of any such description and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions of particulars that he furnishes are correct, and the Merchant shall indemnify the Ocean Carrier against all losses, damages, expenses, liabilities and penalties resulting from inaccuracy of any description of particulars.

# 10 USE OF CONTAINER

ne goods are not already packed into a container at the time of receipt of the Goods by the Ocean Carrier or Inland Carrier, the Ocean Carrier or Inland Carrier shall be at liberty to pack and ry the Goods may type of container.

I. OCEN CARRER'S CONTAINER.
(A) The Merchant assumes full responsibility for and shall indemnify the Ocean Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment of the loss or damage is caused or occurs while in the possession or control of the Merchant.
(b) The Merchant assumes full provide the December of the Merchant.
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seeking the return of the Container. **II: CONTANER PACKED PI MERCHART.** If the Goods received by the Ocean Carrier or Inland Carrier is in a container packed by or on behalf of the Merchant: (A) This Bill of Lading is evidence only of the receipt of the number of containers shown on the face of this Bill of Lading. The quality, weight and condition of the contents are unknown to the Core of Lading is evidence only of the receipt of the another of containers shown on the face of this Bill of Lading. The Quality of the Core of the Core of the accuracy of those or any other particularly of the or any other particularly of the receipt of the accuracy of those or any other particularly of the core of the second of the contents. Core of the Core of Core of the Cor

### 13. SPECIALCARRIAGE OR CONTAINER.

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stoppage of the refrigerating or bearing machiney, insulation, ship's plant or other such apparatus of the Vessel or container, provided that the Ocean Carrier before and at the beginning of the transport has cerestriced de uligance to maintain the special hole or comtainer. (C) The Ocean Carrier shall not be responsible for the function of a special container, supplied by or on behalf of the Merchant. (D) The Ocean Carrier shall not be responsible for the function of a special container, supplied by an unchanged on the special term perspective transport to a corrier of the Merchant is inserted on this Bill of Laling, the Ocean Carrier shall not the thermostatic controls within the requested temperature range particular temperature range requested by the Merchant is inserted (E) The Ocean Asset are excited by the Ocean Carrier or that Carrier and the Apprication temperature range requested by the Merchant of the Merchant or Specific container, the Content and so the thermostatic controls. The Ocean Carrier data Merchant to properly show the contents and with the thermostatic controls. The Ocean Carrier data Merchant to properly show the Content and so the thermostatic controls. The Ocean Carrier data Merchant to properly show the Content and so the thermostatic controls. The Ocean Carrier data Merchant to properly show the Content and with the thermostatic controls. The Ocean Carrier data Merchant to properly show the Content does not grammet the maintenneer of the indeced temperature inside the container.

(A) The Ocean Carrier vilia carry goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous or dangerous nature only upon the Ocean Carrier's approval of a written application by the Archard prior to the carriage of such Goods. Such application must accurately stare the technical name of the Goods, the class and nature of the Goods, as well as how they are dangerous and the method of randering them inneccousts, together with the full names and addresses of the shipper and the cosnigne.
(a) The Mechand prior to the comments or explicitons in the construction of the Goods, the class and nature of the Goods, as well as how they are dangerous and the method of randering prior.
(b) The Mechand prior to the comments or explicitons, to comments or with use of Good regarded by any opplicable statute or regulation, or type Ocean Carrier.
(c) The Mechand stall submit all down all downess to carrificate as nomecines with use of Good regarded by any opplicable statute or regulation, or type Ocean Carrier.
(d) Whenever it is discovered that Goods have been received by the Ocean Carrier or Inland Carrier without compliance with subparts (A), (B) or (C) or that the Goods are contraband or

# COMBINED TRANSPORT BILL OF LADING

prohibited by any law or negalation, the Overa Carrier shall be entitled to have such Goods rendered inneronos, thrown overboard, discharged or otherwise disposed of, at the Overan Carrier's discretion and without compensation to the Merchant. The Merchant shall be lished for and shall indomity the Overan Carrier's gainst any loss, damage or liability to persons or property, including loss of freight, and any other expressed integlis conferent upon it under subpart (D) whenever Goods received in compliance with subparts (A), (B), and (C) have become damerous, *news if we* damperous when received by the Overan Carrier.

15. STOWAGE UNDER AND ON DECK (A) Goods in containers or yans or on fla

STUMACE UNDER AND ON DECK. (A) Goods in containers or years on flances, trailers, or chassis may be carried under deck, or on deck. When such Goods are carried on deck the Ocean Carrier shall not be nequired to mark any (A) Goods in containers or years on flances, trailers, or chassis may be carried under deck, or on deck. When such Goods are carried on deck the Ocean Carrier shall not be nequired to mark any (G) Goods stored an any coverted space, or stored in a container whenever placed, shall be deterned to be stored under deck for all purposes. (G) Lumber, heavy equipment, yearis, and all other foods catomarily or reasonably carried on deck may at the Ocean Carrier's option be carrier and each without notice to the Merchaar and whom Linking of the Geoan Carrier for the risks inferent in or incident to such carriers. When such Goods are carried on deck the Ocean Carrier's option be carrier and on the vision time of the site of the site and attend on the Bill or Langing. When such Goods catescape shall not be expanded and each of the Ocean Carrier's option be carrier and each vision. (D) In stepect of Goods (except in containers) carried on deck and stated on this Bill of Langing to be so carrier, all attick the Ocean Carrier's option be carrier and each vision. (D) In stepect of Goods (except in containers) carried on deck and stated on this Bill of Langing to be so carrier, all risks of how of mark and tasted on the Bill of Langing to be so carrier, all risks of how of mark papicable version of the applicable version of the Engen Rules and the terms of this Bill of Langing.

## 16. LIVE ANIMALS LATE AVAILAD. With respect to the custody and carriage of live animals, all risks of loss or damage from perils inherent in or incident to such carriage shall be bome by the Merchant, and in all other Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules and the terms of this Bill of Lading.

17. VALUABLE GOODS. The Ocean Certification of the lable for loss of or damage to or in connection with precious metals or stones, chemicals, juwdlery, currency, negotiable instruments, securities, documents, so of art, bierdooms or any other valuable Goods, inditing Goods having particular value only for the Merchant, unless the Merchant has declared the nature and value of the Goods in writing particular value only for the Merchant, unless the Merchant has declared the finite of the Goods in writing particular value only for the Merchant (and the Merchant has declared the finite of the Merchant has declared the Merchant has declared the finite of the Merchant has declared the

IS. HEAVY LIFT. (A) The weight of a single piece or package exceeding 2.240 lbs, gross must be declared by the Merchant in writing before receipt by the Ocean Carrier or Inland Carrier and must be marked (carr) and durably on the outside of the piece or package. (B) If the Merchant flah is holdigations under subpart(A):(1) the Ocean Carrier shall not be responsible for any loss of or damage to or in connection with the Good, and (2) the Merchant shall be liable for and shall indemnify the Ocean Carrier grains myrestifung loss of or damage to any percent.

19. DELLWERT IN MARKS. (A) The Corea Charrenshill not be liable for failure to deliver in accordance with marks unless such marks clearly and darably show on the outer Goods, package or container when the Goods are received by the Ocean Carrier or Inland Carrier, together with the names of the post of discharge and place of delivery.
(B) The Merchana warrants that he marks on the Cools, packages and containers coregord to the marks shown on this Biol Cataling and also in all respects comply with all laws and regulations in force at the post of discharge or place of delivery. The Merchant shall indemnify the Ocean Carrier against all loss, durange or expenses using from inaccuracy or incompleteness of the marks. hans. O Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for may be allocated for the purpose of completing lelivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight, or damage.

# 20. DELIVERY.

DELLVENT. (A) The Ocean Carrier may at its discretion deliver the Goods at any time at the Vessel's side or at a custombouse, warehouse, wharf, or any other place at the port of discharge or place of delivery shows on the face of this Bill of Lading. (D) Delivery of the Goods to Costano or correspondence and the submetry of the Ocean Carrier's asynonibility. (D) Delivery of the Goods to Costano or correspondence and the costano or correspondence and the ocean Carrier's asynonibility. (D) Delivery of the Ocean Carrier shall not be required to deliver the total number of containers. The Ocean Carrier shall not be required to deliver the Goods in the containers. (D) If the Ocean Carrier's objective the Socia into a container, the Ocean Carrier shall not be required to deliver the Goods in the containers. (E) The Ocean Carrier's objective the Shift D) Atlang and ble dockarger and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion and a shift to prove the Shift D) atlang and ble dockarger and the Ocean Carrier shall not be required to deliver the Goods in the containers. (E) The Ocean Carrier's objective the Shift D) atlang and ble dockarger and the Ocean Carrier shall not be required to deliver the face ontainer. At the Ocean Carrier's discretion and a shift be container to shift be container to shift be container to shift and the dockarger and the Ocean Carrier shall not be required to the Merchant in the containers. (E) The Ocean Carrier's objective the shift D) atlang and ble dockarger and the Ocean Carrier shall not be required to the containers.

21. FRE: The Ocean Carrier shall not be responsible for any loss of or damage to the Goods arising or resulting from fire even though before leading or after discharge from the Vessel, unless caused by the actual fault or privity of the Ocean Carrier.

22 LENS ON COORS. (A)The Owner, contains shall have a liste on the Goods, which lies shall survive delivery, for all freight, dend freight, demarrage, detention, damages, general average contributions, storages charges, container per dime, expenses and any other sums (including costs and attorney fees for proceeding the sum) date to the Occan Carrier and have the freight of the of the persons defined as Merchant in Article. I The Carrier muy secretions his in any time and at any place at his sold incression, whether the constrainting a contradic solution of one. For the purpose of recovering the sums due, the Ocean Carrier shall have the right to soll the Goods hay public auction or private treaty without notice the Merchant, at any time and at any place at his dedicarcitor in the Ocean Carrier (the Beriddel Tore Carrier shall have the right to soll the Costa of the router, the Ocean Carrier adher bare endired to recover the definit from sole dedicarcitors and the Ocean Carrier (the Decind Carrier shall have the right to soll the Costa of the router, the Ocean Carrier shall be entited to recover the definit from sole dedicarcitors and the Ocean Carrier (the Decind Carrier shall have the right to soll the Costa of the router, the Ocean Carrier shall be entited to recover the definit from sole dedicarcitors and the Ocean Carrier (the Decind Tore). ne wretmann. (B) If the Goods are unclaimed for a reasonable time, or whenever in the Ocean Carrier's opinion the Goods will deteriorate or depreciate, the Ocean Carrier may at its disc or sell, abandon, or otherwise dispose of such Goods at the risk and excense of the Merchant.

### 23. FREIGHT AND CHARGES

FREIGHT ADD CHARGES. (A) Fright may be calculated on the basis of the description of particulars furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, quantity, weight, messaw, value and other particulars as furnished at the time of receipt of the Goods by the Ocean Carrier or hand Carrier. The Ocean Carrier the paryose of ascertaining the atual particulars may open the container or package at any time, the risk and experimente of the Merchant tas cost incorred detachants of any particular, the Merchant stable to liable to the Ocean Carrier for. (1) the balance of freight, being the difference between the freight charged and that which would have been due had the correct particular been given, plus (2) expenses incurred

(b) Cooksreeved by the Ocean Carier cannot be taken away or disposed of by the Merchant except upon the Ocean Carier's consent and after payments is caused by the failure of full field and charges due under this fluid failing.
(c) If the Goods are not available when the Vessel is ready to load, and unders the unavailability arises in the course of Intermodal Transportation and the samed by the failure of the Indian Carier's operation where this SIM of Lading, dead freight shall be paid by the Netchant:
(c) If the Goods are not available when the Vessel is ready to load, and unders the unavailability arises in the course of Intermodal Transportation and the Cooks, and (c) all fines, damages, and loases sontiative by the Ocean Carrier in connection with the Goods, including the Merchant's failure to courds counds, health or other cortificates to accompany the Goods. The Merchant will be laided accompt with the laws and aregulations of any public authority in connections with the Goods, including the Merchant's failure to courds counds, health or other cortificates to accompany the Goods. The Merchant with the link of the laws and aregulations of any public authority in connections with the Goods, and the Caregos on any Goods relisted experiments with the Goods, and the caregos on any Goods relisted experiments with the Goods and the caregos on any Goods relisted experiments.

public autority. (o) If in the Ocean Carrier's opinion the Goods are in need of sorting, inspecting, mending, repairing or reconditioning, or otherwise require protecting or caring for, the Ocean Carrier at list discretion may, by itself or through Subcontractors, and a agent of the Merchant, carry out such work at the risk and expense of the Merchant. (1) Any party preferenting forwarding errors with respect to the Goods shall be considered to be the agent of the Merchant actuality and party preferent of freight or charges to such party shall nat be considered to be payment to the Ocean Carrier. (1) The Merchant shall be liable for the Goods Carrier a stratmey fees and costs to collect any freight or charges word under this Bill of Lading.

24. OTCL OF CLUM AND TIME FORSETT AGAINST OCENS COLUMPTE. (A) Vision seed how calculate product the Godds and the speem name of and how or damage is given in writing to the Ocean Carrier at the port of discharge or place of delivery before time of the Gods or, if the tow or damage is not apparent, within 3 days after delivery, the Godds shall be deemed to have bone delivered as described on the face of this fluid of Lange (0)) The Ocean Carrier and the vessed shall be delarged from all liability in respect of lows or damage to or in connection with the Godds, including be not limited to liability for modelivery or miscleivery, unless sait is brought within one year after delivery of the Godds or the date when the Godd shade have been delivered. Sait shall not be considered to he "brought" within the interspectical balaxs process and have been served on and praisection obtained or of the Ocean Carrier within much time.

### 25. LIMITATION OF LIABILITY FOR LOSS OR DAMAGE.

LIMITATION OF LIMILITY FOR LOSS OR DAMAGE. (A) Subject to subjust (b) below, for the purpose of determining the extent of the Ocean Carrier's liability (if any) for loss of or damage to the Goods, the Merchant agrees that the sound value of the Goods is the Merchant's net invoice cost, plus freight and insurance prenum, if paid. The Ocean Carrier's liability (if any) for loss of or damage to the Goods, the Merchant agrees that the sound value of the Goods is the Merchant's net invoice cost, plus freight and insurance prenum, if paid The Ocean Carrier's liability (if any) for loss of or damage to the Goods, the Merchant's and the liable for any consequential loss. (b) Inordar also so of unimage to in reaction with the Goods was caused during the minimum allowshile limit per package or unit in the applicable version of the Hagae Read senglises (1) Neither the Ocean Carrier's not the Vesset shall be liable for loss or damage in an anount exceeding the minimum allowshile limit per package or unit in the applicable version of the Hagae Read senglises (1) Neither the Ocean Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be aligned proving the the declared value. The head and the Ocean Carrier's liability if any, shall not exceed the declared value. Any partial loss or damage shall be aligned proving or the the loss of the advecand value. The declared value is the declared value, if the declared value. The declared value is a minor of package or units for the partice of the advecand value of the Advecand sense that the carrier's liability of the advecand line of the declared value. The declared value is a constainter, variality aratic declared value is the declared value. The declared value is a three declared value is the declared value. The declared value is a packet or distribute the advecand line declared value. The declared value is a down and the declared value is the declared value. The declared value is the declared value is the declared value is the declared

## 26. GENERAL AVERAGE; NEW JASON CLAUSE.

GDNERAL AVERAGE, NEW JASON CLAUSE. (A) General average shall be adjusted, taide and settind at the port or place of the Ocean Carrier's option and according to the York-Antwerp Rules, 1974, as amended, and as to matters not provided for by hose Rules, according to the laws and assages of the port or place of adjustment, and in the currency selected by the Ocean Carrier. The general average attement shall be prepared by the adjusters approximately the Count Carrier, Average angreement we how and avide, added shows at the Ocean Carrier may few materification to over the estimated and the Goosk and (B) In the vest of Accident, diamger, damage or disaster before or after commencement of the voyage, resulting from any cance, whether due to ongligness or not, for which of or the consequences of which the Ocean Carrier in spress material by stratic, cortant carrier on defense and the Merchanist build jointy and severally contribute with the Ocean Carrier in general average to the payment of any scartifice, loss or express of a general average name that may be made or incurred, and shall psy silvage and special charges interaction in negrees 100 key loce contracture, a wing which hey been at a furthy and is the same names at 4 wind value using which periods the stratege.

27. NOTION INCOLLSION.
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those in charge of any shipe or objects other than or in addition to the colliding ships or objects are at fault in respect of a collision, contact, stranding or other accident. **32. CARRIAGE OF METAL PRODUCTS:**(A) The term "apparent good other and confidina" when used in this Bill of Lading does not mean: (1) with reference to iron, steel or neal products. And the Coods when received were free from minible calation, divoration of the Bill of Lading does not mean: (1) with reference to refere word products, that has Goods when received were free from from the Coods when received were free from the Coods when received were free from the Coods when received were free from the Coods were free dynamical, when and makes bries, varying, charling, breakage, or splitting (2) with reference to vehicles (which include automobiles trucks, funds, stands, makes the coording were received the core free of sections, when the Coods were received the core free dynamical, when static devices of the Coord were received the core free dynamical, when static devices of the Coord were received the core free dynamical, when static devices of the core objects of the When the Coords were received the core free dynamical, when the conditions on the the coords were received the core free dynamical, when the conditions as to the dynamical and the bills of failure to deliver true, steel, or metal products insteaded the product of the dynamical and early market the ord discurges of the dynamical discussion as to the steel dynamical to the dynamical discussion and the proof discurges. The proof of science of the vessel of the single dynamical discussion and the steel of the vessel with the steel devices and the steel discussion and the steel of the vessel with the steel devices due to the dynamical and early market and earl

29. INTERMODAL TRANSPORTATION. (A) This bill of Lading may be saved for skerepalators, terrify and Bio of Lading applicable to sourced, as between the Merchant and an Infland Carrier couldy and carriage of the Goods by the are validable form the bland Carrier's applicable bill of Lading applicable to sourced by the Infland Carrier. Copies of the form of the Infland Carrier's applicable bill of Inding are validable form for the local action request.
(B) Any claim by the Merchant against an Infland Carrier for loss or damage to or in connection with the Goods shall be given and suit commenced as provided in the Infland Carrier's applicable to and form of the Infland Carrier's applicable to a source of the Infland Carrier is applicable to and the Infland Carrier's applicable to a source of the Infland Carrier's

30. OCEAN CARRER'S TARIFF. This Bill of Lading is issued subject to the Ocean Carrier's applicable tariff. A copy of the applicable tariff is obtainable from the Ocean Carrier upon request. In the event of inconsistency between this Bill of Lading and the applicable tariff, the terms of this Bill of Lading shall preval. 31. SUPERSEDING CLAUSE. All arrangements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading.

32. TERNS OF THIS BILL OF LADING. The terms of this Bill of Lading are severable, and if any part or term is declared invalid or unenforceable, the validity or enforceability of any other part or term shall not be affected.