Lead Global Logistics Limited



RM 603 6TH FLOOR CHUNG YING BUILDING 20 CONNAUGHT ROAD WEST SHEUNG WAN HONGKONG

TEL: +852 37097009

TOTAL

DRAFT BILL OF LADING

| SHIPPER / EXPORTER SYNERGY DISTRIBUTION LIMITED |) | | | | DOCUMENT NO. LGHK2410028 | E | B/L NO. LGHK2410028 | |
|--|---|-------|-----|--|--|---|---|----------------|
| 30/F VERTICAL SQUARE 28 HEUNG YIP ROAD WONG CHUK HANG | | | | | EXPORT REFERENCES BOOKING # LGHK2410 LGHK2410028 | | | |
| CONSIGNEE OTS PARTNERS, LTD DUNHUA S. RD, SEC 2, NO.98, 2FL TAIPEI CITY 106, R.O.C. | - | | | | FORWARDING AGENT F | REFERENCES | | |
| , | | | | | POINT AND COUNTRY | DF ORIGIN | | |
| NOTIFY PARTY OTS PARTNERS, LTD DUNHUA S. RD, SEC 2, NO.98, 2FL TAIPEI CITY 106, R.O.C. | - | | | | DESTINATION AGENT ORIENTAL VANGUAR 3F., NO. 51, HENGYAN ZHONGZHENG DIST., TAIWAN TEL: 886 2 2536-5115 | IG RD., TAIPEI CITY 1005 | 04 | |
| PLACE OF RECEIPT | | | | | | | | |
| EXPORTING CARRIER (Vessel) (Flag KANWAY GLOBAL 2441N | PORT OF LOADING HONG KONG (HONG | | | KONG) | ONWARD INLAND ROUTING | | | |
| PORT OF DISCHARGE KEELUNG (TAIWAN) | PLACE OF DELIVE | | | | FOR TRANSHIPMENT TO | | | |
| | | | PAF | RTICULARS FURI | NISHED BY SHIPPER | | | |
| MARKS AND NUMBERS | NO.OF PKGS. | | | DESCRIPTION OF PACKAGES AND GOODS | | | GROSS WEIGHT | MEASUREMENT |
| | | | | | | | ON BOARD (TBC) 10-19-2024 | |
| | | | | | | | KANWAY GLOBAL 2 HONG KONG | 2441N |
| DOOR/CFS | "FREIGHT COL | LECT" | | | | | | |
| ITEM | PREPAID COLLECT THESE COMMODITIES, TECHNOL STATES IN ACCORDANCE WITH T CONTRARY TO U.S LAW PROHIBIT | | | | | | | |
| "FREIGHT AS ARRANGED" | | | | To surrender of the original order bill of lading properly endorsed shall be required before the delivery of the property. Inspection of property covered by this bill of lading will not be permitted unles provided by law or unless permission is endoresed on this original bill of lading or given in writing by the shipper. | | | | |
| | | | | SIGNED THREE(| EREOF, THE UNDERSIGNE (3) BILLS OF LADING, ALL O). THE OTHERS TO STAND \ | THE SAME TENOI | | |
| | | | | Lead Globa | al Logistics Limited | AS AGENT FOR | , THE CARRIER, | |
| | | | | Ву | | | DATE | 10-19-2024 |
| | | | | | | | | For the compan |
| | | | | shipment is accellisted above do | SHIPPER. The terms and epted are printed on the band include customs duties, harges which are for the ac | ck hereof. Note unl taxes, customs cle | ess otherwise specificarance charges, and | ed the charges |
| | | | | _ | | | | |

1. (Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of Iading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, of the Bill of Indian Carrier" means carriers (other than the Ocean Carrier) by Iand, water or air, participating in combined transport of the Goods, whether acting as carrier or bailes (C)? Combined Transport" means carriage. whether any of the pr (B) "Inland Carrier" (B) "Inland Carriec" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (C) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more Inland Carriers. (D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading gother than combined transport. (E) "Merchant" includes the shipper, consigner, owner, and receiver of the Goods and the holder of this Bill of Lading (F) "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or no behalf of the Merchant, include the container(s) as well. (G) "Vescels" includes the vestel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (II) "Containeri "includes any containers, including an open top container) that rack, platform, trailer, transportable tank, paller or any other device used for transportation of goods. (I) "Laden on Board" or similar words endoered on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Ocean Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. (D) Board" means that the Goods have been loaded on board fair cars or other means of Inland carriage or are in the custody of a participating railroad or other Inland Carrier. (I) "Subcontractor" includes setwodores, longshoremen, fighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods. (K) "Linder States" or UZ: "means the United States of America.

2. (Classe Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by

(including, where enacted, the Protocol dated at Brussels, February 23, 1968, Incown as the Visby Rules), as enacted in the country of shipment or is enacted in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply. (B) If this Bill of Lading covers Goods nowing to robot post of the United States in Group trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. P1300-1315 as amended thereinated "U.S. COGSA", the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Ocean Carrier and any other water carrier and as otherwise provided in these shall be incorporated herein. The Agrange of Goods by Sea Act, 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carriage of Goods by Sea Act, 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the United States States Law. In all other cases actions against the Carrier may be instituted only in the States Law. In the States Law. In all other cases actions against the Carrier may be instituted only in the States Law.

decided according to the law of such country.

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Oc Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable li statutes, or regulations of any country.

5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled

5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled to subcontract on any terms the whole or part of the landling, atorage, or carrier of the Goods and any and all duties whatsoever undertaken by the Ocean Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1) (J) or Subcontractor, of Sociena Carrier, 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 connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Ocean Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, every. Subcontractor of sall base the hencific of all provisions in this Bill of Lading for the benefit of the Ocean Carrier as if such provisions were expressly for the Subcontractory of sall base benefit. In entering into this contract the Ocean Carrier as of the center of those provisions, does so not only on its own behalf of such Subcontractory.
(G. (Route to Transport) (A) The Goods may, after the Ocean Carriers aboulte discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or estomary route, once or more offens of fischage to adult and other ravigational instruments, make instruments, make rital trips or tests.

toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carr dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disemburk any person, carry contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if hoading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to merchant of such sailing is hereby aview. O Good carrier may forward the Goods under the terms of this Bill of Lading on the next available ship or at Ocean Carrier's option by any other means of transportation, whether by land, water or air. (E) Al Coena Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named up in this Bill of Lading. whether or not the substitute ship is owned or operated by Ocean Carrier or arrives or departs, or is schoulded to arrive or departs, of other carrier, before or after the Vessel named by this Bill of Lading (F) Any action taken by the Ocean Carrier under this Article 6 shall be deemed to be included within the contented activations.

or arrives or departs, or is seneutice to arrive or depart, heteror or after the vesser intumed by this Bill or Lating.

(f) Any action taken by the Ocean Carrier and the Article 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Ocean Carrier shall be entitled to the fall benefit of all the total contractions of the contraction of the Goods, the Ocean Carrier shall be entitled to the fall benefit of all the contractions of the Goods, the Ocean Carrier shall be contracted in the shall be contracted to the contraction of the Goods, the Ocean Carrier shall not be responsibility of a lating to sum of the Goods accused before loading or after discharge T.o.duing's shall be deemed to commence with the booking on the vessel's tackle, or if not sing the vessel's tackle or the contraction of the Goods and the Carrier than carrier to the Goods and the Carrier than carrier than carrier to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsibility of the Cocan Carrier on the Goods, and the Carrier than the Carrier than the Cocan Carrier is responsible for any loss or damage caused while the Goods are not int sustody. Any claim for loss of or damage to the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further. (1) With respect to loss or damage caused during the test carrier having custody of the Goods when the loss of damage or delay was caused. (c) If it is satishilated by the Merchant that the Cocan Carrier is responsible for loss of damage to be the extent following but not further. (1) With res the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated (C) (i) above, with respect to loss or damage caused during the handling, storage or carriage of the Goods by Ocean Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage or carriage under its own responsibility, the Ocean Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage under its responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if Convention on the Contract for the International Carriage of Goods by Road, dated V May, 1956 (CMR); (b) it by rail, by the International Convention Concerning the Carriage of Goods by Rail, dated 22 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Afr. signed Warsaw 12 October, 1979, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention); (d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of handling, sortage or carriage of the Goods, as applicable, (e) Novithstanding foregoing Article 7 (d) or 7 (B), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of

Carrier would have been labele to the Merchant it he had made a direct and separate contract with the Merchant respect of handling, storage or carriage of the Goods, as applicable. (c) Northwithstanding foregoing Arther (7 (A) or 7 (B), the Ocean Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular marker to mine to meet any particular marker to ruse, and the Ocean Carrier all not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If this Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's responsibility for the Coicods shall in all soles of the Protect Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Merchant's reference, and the Ocean Carrier's responsibility for the Coicods shall in all 18. (Libertin's (1) in any situation whatenever whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Ocean Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Ocean Carrier, a webtice, unlaw ful, or against the interest of the Ocean Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge to the Goods at the port of discharge to the Goods are loaded or the Vessel, as well as the container(s) or otherwise dispose of the Goods in such way as the the place of delevity by the route and in the manner originally intended by the Ocean Carrier, the Ocean Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Coean Carrier way where any visual pace selected by the Ocean Carrier at the risk and expenses of the Merchant andor (2

a lien upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restrictions commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles artial or general and whether or not involving employees of the Ocean Carrier or its Subcontractors, of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for longistant of port, which is external, or standar pack of the Goods, epidemics or diseases, bad weather, shallow water ice, landslip, or other obstacles in navigation or carriage (D) The Ocean Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to

Combined Transport Bill of Lading

or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported regardon of the change of naturing of the condoct of the Vest of the Vest of the Condoct of the Vest of t

deemed to be included within the contractual carriage and shall not be a deviation.

9. (Description and Particulars of Coods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular. Merchant acknowledges that it is required to provide verified weights obtained on ealthread, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endors; it as Carrier's own certified weights to the secondary of the accuracy of any own certified weights to the secondary of the accuracy of any own certified weights to the secondary of the counter-sign or endors; it as Carrier's own certified weights to the secondary of some certified weights to the secondary of some certified weights of the counter-sign or endors; it as Carrier's own certified weights to the secondary of such carrier is entitled to rely on the accuracy of such weights and to counter-sign or endors; it as Carrier's own certified weights of the counter-sign or endors; it as Carrier's own certified weights of the counter-sign or endors; it as Carrier's own certified weights of the counter-sign or endors; it as Carrier's own certified weights and to counter-sign or endors; it as Carrier's own certified weights and to counter-sign or endors; it as Carrier's own certified weights and to counter-sign or endors; it as Carrier's own counters and the carrier of such as a carrier of such as a c equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own ectified weights to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier shall be at liberty to pack and carry the Goods in any type of container.

11. (Ocean Carrier A 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 if the loss or damage is caused or occurs while in the prosession or control of the Merchant bis acrests, or common carriers.

n Carrier against any loss of or damage to the Ocean Carrier's containers and other equipment if the loss or ge is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers ged by or on behalf of the Merchant (B) The Ocean Carrier shall in no event be liable for, and the Merchant

amage is caused or occur while in the possession or control or the Merchant, its agents, of continuous carriers and in no eventhe faither for, and the Merchant shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or damage to reporterly, caused by the Ocean Carrier's cantinuous or the contents while in the possession or control of the Merchant, his territy, caused by the Ocean Carrier's cantinuous or the contents while in the possession or control of the Merchant, his report, caused by the Ocean Carrier's capture of the Control of the Control of the Merchant of the Control of the Merchant of the Control of the Ocean or Induct Carrier is in a container packed by or on behalf of the Merchant (A) his Bill of Lading; by the Control of the Control or the Ocean and Induct Carriers, and the Coean Carrier accepts on responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the colosing and scaling of the containers are asfe and proper, and (2) has the containers and their contents are unknown to the Ocean Carrier accepts on the Merchant of the Merchant Shall indemnify and hold Ocean Carrier tarmless from, any resulting loss or damage to the Merchant shall indemnify and hold Ocean Carrier tarmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container what it is furnished by or on behalf of the Ocean Carrier, and the containers and their containers and their containers and the containers and the containers and the Corean Carrier, and the containers and the Corean Carrier shall be responsible for, and the Merchant shall inspect the container what it is furnished by or on behalf of the Ocean Carrier, and the containers and the Corean Carrier shall be deemed to have been accepted by the Merchant at the Merchant shall inspect the container what it is furnished by corean carrier before the transport Ocean Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant

Ocean Carrier shall have the right to up one on or duringe to the contents of the contents of the Coccan and Inland Carrier shall have the right to up one the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred therefrom impection of its contents, the Cocean Carrier shall not be label for any resulting loss, damage or expenses.

13. Opecial Carriage or Container; All not be label for any resulting loss, damage or expenses.

13. Opecial Carriage or Container; All not be label for any resulting loss, damage or expenses.

13. Opecial Carriage or Container; All not be label for any resulting loss, damage or carry any special container packed by or on behalf of the Merchant, but the Ocean Carrier does not undertake to carry the Goods in retrigerated, beauted, insulated, or any other special hold or carrier will treat such Goods or container have been agreed to in writing between the Ocean Carrier and the Merchant; (2) such special arrangements are noted on the face of this Bill of Lading, and (3) special freights as required has been paid. The Ocean Carrier shall not be label for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refligeration or heating machinery, insulation, ships plant; or other such apparatus of the Vessel or container, provided that the Ocean Carrier and before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (c) If the Goods have been packed into a refrigerated container by the Ocean or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Ocean Carrier shall be the thermostatic container, the Merchant is sincerted in the Bill of Lading, the Ocean Carrier will set the thermostatic container when the Merchant is to store the maintenance of such temperature inside the con maintenance of such temperature inside the container. (D) If the cargo received by the Ocean or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is too whe contents properly and set the themostate controls exactly. The Ocean Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container.

14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to 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 Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the

method o rendering them innocuous, together with the full names and addresses of the shipper and the consist (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly hand perman (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly hand permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statue or regulation or by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Ocean Carrier at shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and the Merchant shall be liable for and indemnity the Ocean Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriging of such Goods. (E) The Ocean Carrier and ye accrete the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have beone democrous, even if not admonstrate when the conference doesn't have been democroments when received by the Ocean Carrier and pasted Carrier. (B) The Ocean Carrier and the Pasted Carrie

of callraige of suled (1000s). (7) it is observed in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier. (F) The Ocean Carrier has the right to impose the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

15, (Ktowage Under and on Deck) (A) Goods in container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

15, (Ktowage Under and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carrier shall not be required to specially note mark, or stamps any statement of on deck stowage on the face of this Bill of Lading, any extosm to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelre deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods estosmarily or reasonably carried on deck may, at Ocean Carrier option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier for the risks inferrent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perits inherent nor incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the lagger Russi inscribers in or incident sort of the Bigger Russi indicent to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the O 16. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of

16. (Live Animabs and Plants) With respect to the custody and carriage of live animals and plants, all risks of loos or damage by perits inherent in or incident to such carriage shall be been by the Merchant, and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COSSA, notwithstanding Section 1301(c) thereof) and the terms of this Bill of Lading.
17. (Valuable Goods) The Ocean Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewely, currency, negotiable instruments, securities, writings, documents, works of art, curios, heritoms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the fixe of this Bill of Julius and shelfficing friends but Some rules reconstitied.

face of this Bill of Lading and additional freight has been paid as required.

18. (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the 18. (Heavy Liff) (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 or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall in demnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier.
19. (Delivery by Marks) (A) The Ocean Carrier all not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or

with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, pickage, or contained by the Merchant before they are received by the Ocean or Inland Carrie; in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no inches high, together with the marks of the delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnity the Ocean Carrier against all loss, damage or or completeness of the marks. (D) Goods that cannot be identified as to the marks of the marks (D) Goods that cannot be identified as to all allocated for the purpose for completeness of the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

proportion to any apparent shortage, loss of weight or damage.

20, Oelivery, O. The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, eastonthouse, warehouse, wharf, or any other place designated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this Bill of Lading (B) The Ocean Carrier responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Morchant's behalf at the place designated by the Ocean Carrier. Delivery of the Goods ho the custody of customs or any other public authority shall constitute final discharge of the Ocean Carrier's possibility. (6) In ose the eargy neverted by the Ocean Carrier is containers packed by or on behalf of the Merchant (1) The Ocean Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes, to types of items or pieces (3) At the Ocean Carrier's shall not be required to unpack the containers and deliver their contents in accordance with the writing to the Ocean Carrier is eated and pair to the Archant's request in writing to the Ocean Carrier is eated of aday prior to the scheduled date of arrival the of Yessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier is concidenace with the written request. In such a case if the seal of the containers scheduled date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents delivered by the Ocean Carrier in accordance with the written request. In such a case if the seal of the containers is intact at the time of unpacking all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Ocean Carrier's shall not be responsible for any loss of damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Ocean Carrier shall unpack the container and deliver its contents and the Ocean Carrier's shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier's discretion, and subject to prior arrangement between the Merchant and the Ocean Carrier's Goods may be delivered to Merchant in the container, in which case if the container is delivered with seasi and all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been dischaped, and the

cean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional livery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if pressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself of the option as pressed must give notice in writing to the Ocean Carrier at the first port of call named in the option at least 48 urs prior to the Vesse's arrival there, otherwise the Goods shall be landed at any of the optional ports at Ocean. Carrier's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition o

give notification, in writing or otherwise, either to Merchand or others, of the arrival, discharge, or disposition of Goods, any cutom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party.

21. (On-Carriage and Forwarding). (A) Whether arranged beforehand or not, the Ocean Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not woned or operated by the Ocean Carrier. (B) The Ocean Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store them also at shore them that of howard them by any means of transport. (C) if the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery, and the Coean Carrier's sprease, but the Ocean Carrier's starties of the Coean Carrier's sprease, but the Ocean Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Ports-Port Transportation, transphortation, transphort

urring at any time, even though before loading on or after discharge from the Vessel, unless cau ual fault or privity of the Ocean Carrier.

actual fault or privity of the Ocean Carrier.

22. Liten) Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custedy or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made. Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares andor merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such as late to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

24. (Freight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as farmished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods, in case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, but 3) as to middle damages, an additional numerative assessment of the correct details. the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight.

(B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight to the port of discharge or place of activery shall be considered as completely generated on recept of the Goods by the Ocean Carrier, whether the freight he stated or intended to be prepaid or to be collected at decisitation. The Ocean Carrier shall be emitted to all freight and other tapes due her used, whether actually pald or not and to receive and retain such freight and changes under any circumstances, whether the vested and/or repaid to the post of the plant of the post of post of the post of post of the pos connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods refused exportation or importation by any public authority; (6) If the Ocean Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or carrier for, the Ocean Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant, (11) The shipper, consigner, owner of the Goods and holder of this Bill of I ading shall be jointly and severally liable to the Ocean Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of I ading by

tice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 22. (vouce of Limm and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Coean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill OL Idading. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, middley, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "Brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time.

Ocean Carrier within such time.

26. (Limitation of Liability). (A) Subject to subpart (B) below for the purpose of determining the extent of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant agrees than the value of the Goods is the Merchant's neitnivece cost, lips freight and insurance perminin, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the cutody or carriage to which the applicable version of the Hague Rules, which when U.S. OGSAs is applicable per package or unit in the applicable version of the Hague Rules, which when U.S. OGSAs is applicable is an amount not exceeding the Stong per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and inserted on the face of this Bill of Lading and cutra freight has been paid as eventuel. If the sexual value of the Goods the resolvence ment records each obstead which the value which the value than the content of the cont required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability, if any, shall not exceed the nevertnesses so deemed to be the decurred value, and the Ucean Carters is insulin, it any, shain not exceed the declared value. If he adjusted pro rata on the basis of such declared value. It he declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or untitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article

Article
27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port
or place as the Ocean Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not
provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the
currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjustes appointed by the Ocean Carrier. Average agreement or bond and such cash deposit as the Ocean Carrier may
deem sufficient to cover the estimated contribution of the Goods and may salvage and special charges thereon and
any other additional securities as the Ocean Carrier may require shall be furnished by the Merchant to the Ocean
Carrier before delivery of the Goods. (8) In the event of accident, danger, dimange, or disaster before or after
commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which
for the concenter of which the Ocean Carrier in the responsible by statue contracts or observation. If Goods are the operative contracts or observation, the operation of the total contracts or observation of the operation of or for the consequence of which the Ocean Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment

and the Merchant shall jointly and severally contribute with the Ocean Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average patture that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid for as fully and in the same manner as if such aslvaging ship belonged to strangers. 28. (Both to Blame Collision) 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 servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or itability which might be incurred directly or indirectly to the other or non-arrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-arrying ship or her owners to the Merchant and as-colf, recouped, or recovered by the other or non-arrying ship or her owners in the Merchant and as-colf, recouped, or recovered by the other or non-arrying ship or her owners to the Merchant and as-colf, recouped, or recovered by the other or non-arrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, 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 contact stranding or orther accident.

contact stranding or other accident.

29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moist holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be is holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering not to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage. 30. (Grain) Discharge of grain received by the Ocean Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier. Therefore aid grain shall be at the risk and expense of the Merchant.

31. (Internodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by

the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Ocean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable bill of lading

32. (Ocean Carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of

applicable tariff are obtainable from the Ocean Carrier upon request.

(Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared aild or unenforecable, the validity or enforceability, of any other part or term shall not be affected.

(Himalaya Clause) All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and

54. (Himalaya Clause) All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tartiff or by statute or for the benefit of the Grifers and employees of the Carrier shall also apply to and for the benefit of the Grifers and employees of the Carrier and the agents, officers and entry or the control of the c