

BILL OF LADING FOR PORT TO PORT OR COMBINED TRANSPORT

Shipper		Shipper's Ref.	Bill of Lading No.
Consignee (if "To Order" so indicate)		 <p>PELORUS SHIPPING LINE LTD. No. 2, G/FI., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong</p>	
Notify Party (no claim shall attach for failure to notify)			
Pre-Carriage by		Vessel & Voyage	Port of Transshipment (if applicable)
Place of receipt (for Comb. Transport only)		Port of Loading	Port of Discharge
Marks & Numbers		Number of Packages	Description of goods
		Gross Weight	Measurement



Total No. of Packages	Movement Type	Temperature Control Instructions	Bill of Lading Type
Freight Payable At		Excess Value Declaration: Refer to Clause 15.3 (b) on reverse side	
Freight Details, Charges, etc.		Special Clauses	
Shipped On Board the Vessel		<p>Received by the Carrier, as far as ascertained by reasonable means of checking, in apparent good order and condition unless otherwise herein stated, the total numbers or quantity of Containers or other packages or units indicated in the box entitled 'Number of Packages' for carriage from the port of loading (or the place of receipt, if mentioned above) to the port of discharge (or the place of delivery, if mentioned above), such carriage being always subject to the terms, rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof (INCLUDING ALL THOSE TERMS AND CONDITIONS ON THE REVERSE HEREOF NUMBERED 1-21 AND THOSE TERMS AND CONDITIONS CONTAINED IN THE CARRIER'S APPLICABLE TARIFF) and the Merchant's attention is drawn in particular to the Carrier's liberties in respect of on deck stowage (see clause 9) and the carrying vessel (see clause 10). The Merchant is obliged to surrender one original bill of lading, duly endorsed, in exchange for the Goods. The Carrier accepts a duty of reasonable care to check that any such document which the Merchant surrenders as a bill of lading is genuine and original. If the Carrier complies with this duty, it will be entitled to deliver the Goods against what it reasonably believes to be a genuine and original bill of lading, such delivery discharging the Carrier's delivery obligations. In accepting this bill of lading, any local customs or privileges to the contrary notwithstanding, the Merchant agrees to be bound by all Terms and Conditions stated herein whether written, printed, stamped or incorporated on the face or reserve side hereof, as fully as if they were all signed by the Merchant.</p> <p>IN WITNESS WHEREOF the Carrier by its agents has signed three (3) original Bills of Lading all of this tenor and date and as soon as at least one original is surrendered the others shall be void.</p>	
At	On (date)	Place and Date of issue	Signed on behalf of the Carrier: PELORUS SHIPPING LINE LTD. No. 2, G/FI., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong
As Agent for Carrier:	PELORUS SHIPPING LINE LTD. No. 2, G/FI., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong	By:	As Agents

Polorus Shipping Line Ltd., No. 2, G/FI., Block A, Tonic Industrial Centre, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Carrier means any operations or services (including all related documentary, customs and information technology processes used or produced) undertaken by or on behalf of the Carrier in respect of the Goods; **Carrier** means Polorus Shipping Line Limited whose registered office is at No.2, G/FI., Block A, Tonic Industrial Centre, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong, on its behalf this bill of lading has been signed;

Carrier Group means the Carrier and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier, a subsidiary of any such holding company or the ultimate holding company of the Carrier (and the terms subsidiary and holding company shall have the meanings given to them by the Companies Ordinance (Chapter 622 of the Laws of Hong Kong));

Carrier's Agents includes the company within the Carrier Group or the independent agent of the Carrier which arranged the Carriage and/or issued this bill of lading and the company within Carrier Group or the independent agent of the Carrier in the country where the Goods are discharged and/or delivered;

Charges includes freight, demurrage, detention costs and all other expenses and monetary obligations, including duties, taxes and dues, incurred by the Carrier and payable by the Merchant;

COGSA means the U.S. Carriage of Goods by Sea Act of the United States of America 1936;

Combined Transport arises if the Carrier has indicated a place of receipt and/or a place of delivery that is not a port on the face hereof in the relevant spaces;

Compulsory Legislation means an international convention or national law which applies compulsorily to any element of the Carriage and which cannot be departed from, including COGSA in the case of US Carriage;

Consolidate includes stuffing, packing, loading or securing of Goods on or within Containers (and **Consolidate** and **Consolidated** shall be construed accordingly);

Container includes any container (including open top containers), trailer, transportable tank, platform, lift van, flat, flat-rack, cradle, pallet, sled or any similar article of transport used to Consolidate Goods and any ancillary equipment;

Goods means the whole or any part of the cargo received by the Carrier from the Merchant and includes any packing and any equipment or Container not supplied by the Carrier (but excludes any Container supplied by the Carrier);

Hague Rules means the provisions of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924;

Hague-Visby Rules means the Hague Rules as amended by the Protocol signed at Brussels on 23 February 1968 (it is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules);

Merchant includes the Shipper, the Consignee, the receiver of the Goods and the Person entitled to receive the Goods, the holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors;

Non-US Carriage means any Carriage which is not US Carriage;

Package where a Container is loaded with more than one package or unit, the packages or other shipping units enumerated on the face of this bill of lading as packed in such Container are each deemed a Package;

Packing includes an initial, packing, repacking or other legal operation;

Pomerehne Act also known as the United States Federal Bill of Lading Act 1916, 49 U.S.C. §§80101-80116 or any amendments thereto;

Port to Port Transport arises if it is not Combined Transport;

Shipper means the Person who tendered the Goods to the Carrier and any Person named as shipper in the bill of lading;

SOLAS means the International Convention for the Safety of Life at Sea of the International Maritime Organization as supplemented by the SOLAS Guidelines, as amended from time to time;

SOLAS Guidelines means the Guidelines regarding the verified gross mass (VGM) of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization;

Sub-Contractor includes owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road, rail and air transport operators, customs brokers, warehousemen and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and including their direct and indirect sub-contractors, servants and agents;

US Carriage means Carriage to, from or through any port of the United States of America;

Vessel means any waterborne craft used in the Carriage under this bill of lading, including feeder vessels, ocean vessels and inland water vessels and whether named in the bill of lading or substituted vessels;

Waterborne Carriage means the carriage of Goods by sea or inland waterways.

2. Interpretation

(a) Any words following the word including shall be interpreted without limitation to the generality of the preceding words;

(b) All Persons defined as Merchant shall be jointly and severally liable to the Carrier for the fulfilment of the Merchant's obligations.

3. SUPPLY OF CONTAINERS

2.1 Where the Carrier is instructed to provide a Container, unless otherwise agreed by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality;

2.2 This bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant;

2.3 The Merchant shall inspect each Container before it is stuffed, packed, filled or loaded, and the use of a Container shall be prima facie evidence that the Container being sound and suitable for use;

2.4 Any Container released into the care of the Merchant for packing, unpacking or any other purpose whatsoever shall be at the sole risk of the Merchant until properly redelivered to the Carrier at the time and place prescribed by the Carrier;

3. CONSOLIDATION AND STUFFING OF THE CONTAINERS

3.1 Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with cargo owned by other Persons;

3.2 If a Container has been Consolidated by the Merchant the Carrier shall not be liable for loss of or damage to the Goods:

(a) caused by the manner in which the Container has been stuffed;

(b) caused by the unsuitability of the Goods for carriage in the Container actually used;

(c) caused by the unsuitability or defective condition of the Container actually used, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph 3.2(c) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed; or

(d) if the Container is not sealed at the commencement of the Carriage, except where the Carrier has agreed to seal the Container;

4. SOLAS VERIFIED GROSS MASS REQUIREMENTS

4.1 The Merchant shall provide the Carrier with the verified gross mass, which shall be established using calibrated and certified equipment, for each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this bill of lading in accordance with SOLAS and any other requirements set by the Carrier. The Merchant acknowledges and agrees that the Carrier will rely on the accuracy and timeliness of such verified gross mass and use this to comply with its obligations to Sub-Contractors in accordance with SOLAS;

4.2 In the event that the Merchant does not comply with its obligations under Clause 4.1, or where the Carrier reasonably believes that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete, the Carrier may, at its absolute discretion and at the Merchant's cost, establish the verified gross mass of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this bill of lading;

4.3 The Carrier shall not have any liability:

(a) in the event that the verified gross mass provided by or on behalf of the Merchant is inaccurate or incomplete; or

(b) resulting from any delay from establishing the verified gross mass in accordance with Clause 4.2 and the Merchant shall indemnify the Carrier from and against any and all liabilities resulting from the same.

5. MERCHANT'S RESPONSIBILITIES AND WARRANTIES

(a) in agreeing to this bill of lading it is, or is the agent of and has the authority of, the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading;

(b) the description and particulars of the Goods and Container(s) set out on the face hereof including the verified gross mass, weight, content, measure, quantity, quality, condition, marks, numbers and value have been checked by the Merchant and are correct;

(c) the Goods are packed and loaded within the Container in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable;

(d) the Goods contain no stolen goods, contraband or other illegal material or substances or any goods which violate any intellectual or other property rights of any third party;

(e) neither the Goods nor any party with any interest in the Goods (whether as Shipper, Consignee or otherwise) are subject to any import or export prohibition, sanction or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority;

(f) the Goods can be received, held, carried and delivered, and all associated payments made and received, in each case without infringing any sanction, prohibition or restriction imposed by any state, country, supranational or international governmental organisation or other relevant authority, whether by reason of the nature of the Goods or the involvement of any party;

5.2 The Merchant shall comply with all applicable laws, regulations and requirements (including any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods;

5.3 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage of property (including Containers) of the Carrier or any Person (other than the Carrier) or Vessel caused by the Goods or the Merchant;

6. THE GOODS

6.1 Dangerous Goods

(a) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:

(i) the Carrier's express consent in writing;

(ii) all information necessary for the Carrier to perform its obligation in connection with the Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including information about the characteristics of the Goods, the appropriate manner and method of storage, handling and transportation of the Goods; and

(iii) the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements;

(b) If any such Goods are delivered to the Carrier in breach of Clause 6.1(a), or if, at any time in the opinion of the Carrier, the Goods are, or are liable to become, of a dangerous, inflammable and/or damaging nature, or a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation to the Merchant and without prejudice to the Carrier's rights to the Charges, and the Merchant shall be liable for all loss, damage, delay or expenses incurred from the Carriage;

6.2 Temperature controlled cargo

(a) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading of this bill of lading has been prepared by the Merchant) of their nature and particular temperature range to be maintained and, in the case of a temperature controlled Container Consolidated by the Merchant, further undertakes

that the Container has been properly pre-cooled and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier;

(b) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown or stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Carrier, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state;

6.3 Inspection of Goods

The Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and at any place for the purpose of inspecting, weighing, measuring, counting, testing, or otherwise ascertaining the contents of the Goods;

7. COLLECTION AND DELIVERY AT THE MERCHANT'S PREMISES

7.1 When collection or delivery takes place at the Merchant's premises, the place of collection or delivery shall be the usual place of loading or unloading the Goods into or from the vehicle and:

(a) The Carrier shall not be under any obligation to provide any plant, power or labour which may be required for the loading or unloading of such premises, and this shall be the responsibility of the Merchant at its own risk and expense; and

(b) any assistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to damage to or loss of Goods or injury to Persons;

8. ISSUING OF BILLS AND WAYBILLS

8.1 This bill of lading shall be non-negotiable unless made out "to order";

8.2 This bill of lading shall be prima facie evidence only of the Carriage taking the Goods described in the bill of lading under its control, provided that, and only to the extent the Carrier had, reasonable means of knowledge of the Goods;

9. STOWAGE OF THE CONTAINERS

9.1 Goods of any description (whether containerised or not) may be stowed on or under deck without notice to the Merchant, unless on the front of this bill of lading it is specifically stipulated that the Containers or Goods will be carried under deck, and any deck stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such deck carriage. Subject to Clause 9.2, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of any Compulsory Legislation;

9.2 Goods which are stated on the front of this bill of lading to be carried on deck, and which are actually carried on deck (and livestock, whether or not carried on deck), are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock;

10. METHODS AND ROUTE OF TRANSPORTATION

10.1 The Carrier may at its sole discretion and at any time and without notice to the Merchant:

(a) use any route whatsoever and any means of transport or storage whatsoever;

(b) load or carry the Goods on any Vessel whether named on the front hereof or not;

(c) transfer the Goods from one conveyance to another including transhipping and/or substitute any mode of transport at any place and at any time;

(d) at any place unplug and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;

(e) load or unload the Goods from any conveyance at any place (whether or not named on the front hereof);

(f) comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the Carriage employed by the Carrier the right to give orders or directions;

10.2 For Waterborne Carriage, the Carrier may sail with or without pilot, proceed, return to and stay at any port or place whatsoever, once or more, in any order (whether towards or away from the port or place of discharge), proceed at any speed, undergo repair, adjust equipment, dry dock tow or be towed, assist other vessels in any situation, deviate for the purpose of saving life or property or of landing ill or injured persons, and call for fuel at any port(s) or place(s);

10.3 Anything done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree;

10.4 Hindrance or delay

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods and any of the Merchant or Sub-Contractors becoming insolvent), or if it appears at any time that the Goods, or any part of them, cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or taking measures in relation to the Container or Goods whenever and however arising (whether or not the Carriage has commenced) the Carrier may without notice to the Merchant:

(a) treat the performance of the Carriage as terminated and place the Goods at the disposal and responsibility of the Merchant at any place or port; or

(b) without prejudice to the Carrier's right to subsequently abandon the Carriage under Clause 10.4(a) above, continue the Carriage and (as the Merchant's agent) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereto;

(c) if the Merchant is entitled to sue the Carrier for loss of or damage to the Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances;

11. DELIVERY OF GOODS

11.1 The Goods shall be deemed delivered:

(a) as soon as they have (i) been unloaded from the Vessel at the port of discharge (where the port of discharge is the place of delivery), or (ii) arrived at the delivery place; or

(b) if the Carrier is permitted to deliver the Goods without unloading the Goods to port or other authorities of that port or delivery place as soon as the Goods have been released or are in the control (physical and/or legal) of the port or other authorities, at any location;

11.2 At which point the Carrier and the Carrier's responsibility for the Goods ends;

11.3 Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation thereunder;

11.4 If the Merchant does not take delivery of the Goods or any part thereof at the time and place stated in Clause 11.1, the Carrier shall be entitled, without notice and without prejudice to any other rights that it may have against the Merchant, to remove from a Container the Goods or that part thereof if Consolidated in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-Contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier, and the Carrier shall be entitled to sue the Merchant, and thereupon the liability of the Carrier in respect of the Goods or that part thereof shall cease;

11.5 After the Goods are discharged by the Carrier, if the Carrier fails to take delivery of the Goods during a reasonable time or whenever in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its discretion, without prejudice to any rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, unstuff, sell, destroy or dispose of the Goods at the sole risk and expense of the Merchant, and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. The aforesaid unstuffing, sale, destruction or disposal of the Goods shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods thereof shall cease;

12. RETURN OF CONTAINERS

12.1 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the Containers empty, with interiors brushed and clean, odour free and undamaged to the point or place designated by the Carrier, its servants or agents, within the time prescribed by the Carrier. Should a Container be returned within the time so prescribed, the Merchant shall be liable for any detention, loss or expenses (as set out in the agreement between the Carrier and the Merchant) if any, or where there is no such agreement, the detention, loss or expenses payable under this clause will be as charged to the Carrier by the relevant Sub-Contractor which may arise from such return;

12.2 The Merchant shall be responsible for any loss of, damage to, contamination or soiling of any Container supplied by or on behalf of the Carrier;

13. CHARGES

13.1 The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to Container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or its agents upon request or, where applicable, from a government body with whom the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail;

13.2 Charges shall be deemed fully earned upon receipt of the Goods and shall be paid and be non-returnable in any event;

13.3 The Merchant's attention is drawn to the stipulations concerning currency in which the Charges are to be paid, rate of exchange, devaluation and other contingencies relative to the Charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable and if the currency in which the Charges are quoted is devalued or revalued between the date of the Charges agreement and the date when the Charges are paid, then all Charges shall be automatically and immediately changed in proportion to the extent of the devaluation or revaluation of the said currency. Payment shall be made in the currency named in the bill of lading, or, at the option of the Carrier, in any other currency specified by the Carrier;

13.4 The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and, if incorrect, it is agreed that, without prejudice to the rights of the Carrier under Clause 6.3, the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars;

13.5 All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution;

13.6 Despite the acceptance by the Carrier of instructions to collect Charges or other expenses from any other Person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such Charges on receipt or delivery of demand and the absence of payment for whatever reason;

13.7 All dues, taxes and charges levied on the Goods and other expenses in connection therewith shall be paid by the Merchant;

13.8 The Merchant shall reimburse the Carrier for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or Acts of God;

13.9 The Carrier shall have a general lien on the Goods and any documents relating thereto, funds held and any other goods in respect of which the Carrier is providing services to the Merchant (Other Goods) and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this bill of lading, or otherwise, and for General Average contributions to whatsoever due;

13.10 The Carrier shall also have a general lien against the Merchant on the Goods and any documents relating thereto, funds held and Other Goods and any documents relating thereto for all sums due from the Merchant to the Carrier's Agents and/or any member of the Carrier Group under any other contract;

13.11 The Carrier may exercise its lien at any time and at any place in its sole discretion, whether the Carriage is completed or not with or without further notice. In any event any lien shall (a) survive the delivery of the Goods and/or the Other Goods and (b) extend to cover the cost of enforcing its lien and recovering any sums due;

13.12 To enforce and satisfy the Carrier's lien, the Carrier shall have the right, at the Merchant's expense, to sell the Government-owned Goods, Other Goods and documents by public auction or private treaty, without notice to the Merchant and without any liability towards the Merchant;

14. CARRIER'S LIABILITY

15.1 US Carriage

(a) For US Carriage this bill of lading shall have effect subject to the provisions of COGSA and to the Pomerehne Act regardless of whether said Act would apply of its own force. The provisions of COGSA are incorporated herein and save as otherwise provided herein shall apply the entire time the Goods are in

the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed to deprive the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA. Except for Clause 15.2, every other term, condition, limitation, defence and liberty whatsoever contained in this bill of lading shall apply to US Carriage;

(b) Where the Merchant requests the Carrier to procure Carriage by an inland carrier in the United States of America, such Carriage shall be procured by the Carrier as agent only to the Merchant and such Carriage shall be subject to the inland carrier's own contractual conditions and tariff. If, for any reason, the Carrier is not the carrier of the Goods as agent only at these times, its liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 15 hereof;

(c) Neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or customary freight unit. For limitation purposes under COGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised assemblage of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof;

15.2 Non-US Carriage

(a) In the event of loss of or damage to the Goods, the following provisions shall apply in relation to (i) Port to Port Transport and (ii) Combined Transport, where it is known that the loss of or damage occurred during any element of the Combined Transport which involves Waterborne Carriage:

(i) where any Compulsory Legislation applies, the liability of the Carrier however occurring will be determined and limited in accordance with such Compulsory Legislation;

(ii) where no Compulsory Legislation applies, the liability of the Carrier however occurring will be determined and limited in accordance with the Hague-Visby Rules Article 1-8 including (excluding Article 3 rule 8);

(iii) the Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, however caused. Notwithstanding the foregoing, in case and to the extent that any Compulsory Legislation provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applicable (Clause 15.2(b)) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea;

(b) In relation to all Combined Transport (save for Combined Transport covered in Clause 15.2(a)) the Carrier shall (subject to any Compulsory Legislation) be relieved of any liability whatsoever for any loss of or damage to the Goods (i) and to the extent that, such loss or damage is caused by

(i) strike, lockout, stoppage or restraint of labour, the consequences of which the Carrier is unable to avoid by the exercise of due diligence;

(ii) any cause or event which the Carrier is unable to avoid, and the consequences of which the Carrier is unable to prevent by the exercise of reasonable diligence;

(c) Compensation and Limitation

(i) The Carrier's liability for any loss or damage to the Goods shall be limited to the lesser of:

(A) the FOB/CA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant at the place and time when they should have been so delivered; and

(B) if any Compulsory Legislation applies, the amount set out in such Compulsory Legislation; or in all other cases, US\$2 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises;

15.3 Liability applicable to both US Carriage and Non-US Carriage

(a) Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country. The Carrier shall have the full benefit of all the laws, statutes or regulations as if it were the owner of any carrying Vessel;

(b) Ad Valorem

If the value of the Goods has been declared by the Merchant in writing before shipment and inserted on the front face hereof, and extra freight has been paid thereon and the Carrier has consented to such declared value, the amount of the declared value shall be substituted for the liability limits laid down in this bill of lading;

(c) Delay

Save as otherwise provided herein, the Carrier does not undertake that the Goods shall arrive at any place at any particular time and shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the Charges applicable to the relevant stage of the transport;

(d) Cargo Availability

Notwithstanding any other provision of this bill of lading but subject to any Compulsory Legislation: the Carrier shall not be liable for any loss of profits, loss of sales, loss of business, loss of goodwill or reputation (in each case whether direct or indirect) or for any indirect or consequential loss; and the Carrier's maximum aggregate liability for all events which occur under the bill of lading (other than for loss of or damage to the Goods) shall be limited to an amount equal to the Charges payable to the Carrier under this bill of lading;

(e) In case of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter;

(f) Where Compulsory Legislation applies, the time limit for bringing claims will be as prescribed by the applicable rules;

(g) In all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought and written notice thereof is given to the Carrier within nine months after the delivery of the Goods or the date when the Goods should have been delivered;

(h) The defences, limits and exclusion of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort, breach of express or implied warranty or otherwise;

(i) Save as set out in this bill of lading the Carrier shall not be liable for loss of or damage to any Goods however arising (whether caused by negligence or otherwise);

15.4 The Merchant shall promptly indemnify the Carrier against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments, in whatever capacity assumed, incurred or suffered by the Carrier, the Sub-Contractors or any member of the Carrier Group (and their respective employees, servants, agents, insurers or reinsurers) as a result of or in connection with any of the following:

(a) any breach by the Merchant of any of the warranties given or obligations undertaken by the Merchant under this bill of lading, including the provisions of Clauses 6.1 or 6.2;

(b) the Carrier becoming liable to any other party (including to any authority having legal jurisdiction over the Carriage and/or the Goods) and/or incurring