SEA WAYBILL FOR PORT TO PORT OR COMBINED TRANSPORT

NON-NEGOTIABLE

Shipper				
Consignee (not "To Order")			A WAYBILL DN-NEGOTIABLE LORUS SHIPPING LINE LTD. 2, G/FI., Block A, Tonic Industrial Center Kai Cheung Road, Kowloon Bay wloon, Hong Kong	
Notify Party (no claim shall attach for failure to notify)		For Delivery, please apply to		
		Country of Origin	No. of Original Bills of Lading	
Pre-Carriage by	Vessel & Voyage	Port of Transshipment (if applicable)	Transshipment Vessel (if applicable)	
Place of receipt (for Comb. Transport only)	Port of Loading	Port of Discharge	Place of Delivery (for Comb. Transport only)	
Marks & Numbers	Number of Description of goods Packages	Gr	oss Weight Measurement	



Total No. of Packages	s 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, Charg	es, etc.				
			Special Clauses		
Where the term "bill of Judics" is used in the terms	and conditions on the reverse hereof. If shall be understood to mean we	while and "thic bill of before" shall be recentrated second/orde	otherwise ferein stated, the total number or quantity of for carrage terms the not of loading (or the place of nece above), such carrage being always subject to the terms. CONTAINED IN THE CARPIER'S APPLICABLE TRAINING and the carrage terms of the carrage terms of the carrage deck stowage (see clause 9) and the carrying vessel (see contrary notwithstanding, the Merchant agrees to be bob incorporated on the face or reverse side hered, as fully a Shipper delivery of the Goods will be made caller payment of to the Goods and delivery will be made after payment of the Goods and delivery will be made after payment of the Goods and delivery will be made after payment of the Goods and delivery will be made after payment of the Carrier carents a thin of dersonable care to check it	tained by reasonable means of checking, in apparent good order and condition unless Containers or other packages or units indicated in the box entitled Number of Packages' inf. If mentioned above) to the port of discharge (or the place of delivery. If mentioned rights, defences, provisions, conditions, exceptions, limitations, and liberties hereof THE EVERSE HERCOF NUMBERED 1-21 AND THOSE TEMPS AND CONTINNS and above TDL is an another than the transmission of the place of delivery. If any other and above TDL is an another than the transmission of the place transmission of an and above TDL is an another and contains and the place transmission of an and above TDL is an another than the transmission of a place transmission of an and Conditions staticate herein whether written printed Lamped or as if they were all signed by the Merchant. Unless instructed otherwise in writing by the fany outstanding Freight and charges, only on provision of proper proof of identity and every, as appropriate writion and thoras to produce or surface and organia. If the Carrier dollars and place of closen y declarage the Carrier's delivery dollardons.	
Shipped On Board the Vessel			Place and Date of issue		
At On (date)			Signed on behalf of the Carrier:	PELORUS SHIPPING LINE LTD. No. 2, G/Fl., Block A, Tonic Industrial Center 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong	
As Agent for Carrier:	PELORUS SHIPPING LINE No. 2, G/FL, Block A, Tonic Industrial Ce 26 Kai Cheung Road, Kowloon Bay Kowloon, Hong Kong		By:	As Agents	

Pelorus Shipping Line Ltd., No. 2, G/FI., Block A, Tonic Industrial Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Long

DEFINITIONS AND INTERPRETATION Definitions

- Carriage means any operations or services (including all related documentary, customs and information tee ogp processes used or produced) undertaken by or on behalf of the Carrier in respect of the Goods; Carrier means Perions Shipping Line limited whose registered office is at Na C 2/GFL, Block A. Tonic Industr Center, 26 Kai Cheung Road, Kowloon Bay, Kowloon, Hong Kong, on whose behalf this bill of lading has been ogy pro Carri
- 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, and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier, and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier, and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier and every other Person which, from time to time, is or becomes a subsidiary or holding company of the Carrier and which 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 courtry where the Godds 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 dan payable by the Merchant; COGSA means the U.S. Carriage of Goods by Sea Act of the United States of America 138; Compulsory Lagislation means an international convention or national law which apples compulsorily to any element of the Carriage and which cannot be departed from, including COGSA in the case of US Carriage. Compulsionary Lagislation means an international coventing or Houds on or within Containers (and Consolidate in cludes stuffing payable, planel by challer, transportable can, platform, fit van, flat, flat-rack, cradle, pallet, sled or any similar article of transport used to Consolidate gods and any ancillary equipment. Godds means the whole or any part of the cargo received by the Carrier from the Merchant and includes any Godds means the whole or any part of the cargo received by the Carrier from the Merchant and includes any Godds means the whole or any part of the carg

- 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 carrer); Hage 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; Hage-Visby Huses means the Hagen 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 th Homeworkflow Furthern Visby Rules
- Fague Videy Puter): Merchant includes the Shipper the Consigners the receiver of the Goods and the Person entitled to receive the Goods, the holder of this bill of lading any Person owning of lawfully entitled to the possession of the Goods or this bill of fading. The Person on Novbes account the Goods are handed to the Carrier, any Person acting on behall of any of the above mentioned Persons, including agents, servants and Sub-Contractors; **Package** where a Container is loaded with more than one package or unit, the packages or other shipping units esummarized on the fact of this bill dading agents. Servants and Sub-Contractors; **Package** where a Container is loaded with more than one package or unit, the packages or other shipping units esummarized on the fact of this bill adding agented in each Ontainer are each deemed a Package; **Person** includes an individual, corporation or other legal entity. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or other legal entity**. **Person includes an individual, corporation or context**.

- 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
- Construction interaction of encoders of the Safety of Life at Sea of the International and any reason memory as anyper in the during SOLAS means the International Convention for the Safety of Life at Sea of the International Maritime Organiza-tion as augulemented 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). Life: Laffy Jublished by the International Maritime Organization; Sub-Contractor includes somers, charterers and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators; nod, 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 Satinge means Carriage to, from or through any port of the United States of America; Vessel means any waterbore card tue of in the Carrier gunder this bill of Inding including feeder vessels; ocean vessels and inland water vessels and whether named in the bill of lading or substituted vessels; and **Vaterbore** Carringe means the carriage of Goods by sea or inland waterways. **12. Interpretation** (a) Any words following the word including shall be interpreted without limitation to the generality of the preceding words.

- (b) ilment of the
- Any works tolowing the work including shall be interpreted without limitation to the general preceding works. All Persons defined as Merchant shall be jointly and severally liable to the Carrier for the full Merchan't solligations. SUPPLY OF CONTAINERS
- **2**. 2.1 SUPPLY OF CONTINNERS 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. This bill of lading shall goven the responsibility of the Carrier in connections 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. The Merchant shall inspect each Container before it is sufficed, packed, filled or loaded, and the use of a Container shall be prima facile evidence of that Container beforg sound and suitable for use. 2.2
- 2.3 2.4
- Container shall be prima facie evidence of that Container being sound and suitable for use. 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 proper redelivery to the Carrier at the tim place precerible but the Carrier at the tim
- CONSOLIDATION AND STUFFING OF THE CONTAINERS Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated with cargo **3**. 3.1
- Is may be consonance of a second s of the second se 3.2 to the Goods
- (a) (b) (c)
- to the Goods: caused by the unsuitability of the Goods for carriage in the Container actually used; caused by the unsuitability or defective confidion 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 was sufficient; this paragraph 3.2(c) shall only apply if the unsuitability or defective condition was sufficient. The paragraph 3.2(c) shall only apply if the unsuitability or defective condition was sufficient. If the Container has been apparent upon reasonable inspection by the Mercha at or prior to the time when the Container was sufficient. If the Container is not sealed at the commencement of the Carriage, except where the Carrier has agreed seal the Container. SOLAS VENIFIED GROSS MASS REQUIREMENTS
- (d)
- **4**. 4.1 VENITED GRUSS MASS recountEnt IS deal and certified equipment, for each packed Container (FCL) or the total packages of Goods (LC) pursuant to this bid of Jading in accordiance with SOLXS and any other equipments are by the The Merchant acknowledges and agrees that the Carrier will be on the accuracy and timeliness verified gross mass and use this to comply with its obligations to Sub-Contrader in Tacordance Carrier. The Me
- SULPS: event that the Merchant does not comply with its obligations under Claure 41, or where the Carrier anaby believes that the verified gross mass provided by or on behalf of the Merchant is inaccurate complete, the Carrier may at its absolute discretion and at the Merchant os cat establish the verified mass of each packed Container (FCL) or the total packages of Goods (LCL) carried pursuant to this I fading. 4.2
- hill of la
- 4.3 (a)
- The Carrier shall not have any liability. in the event that the verified gross manipulate; or vided by or on behalf of the Merchant is i (b)
- Insuffigure: or resulting from any delay from establishing the verified gross mass in accordance with Clause 4.2 and Merchant shall indemnify the Carrier from and against any and all liabilities resulting from the same MERCHANT'S RESPONSIBILITIES AND WARRANTES The Merchant variants that:
- **5**. 5.1 (a)
- (b)
- (c)
- (ď)
- (e)
- (f)
- MERCHANT'S RESPONSIBILITES AND WARRANTES The Merchant warrants that: in agreening to this bill of lading if 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; this bill of lading or any Person who has a present or future the description and particulars of the Goods and Container(b) set out on the face hereof including the the description and particulars of the Goods and Container(b) set out on the face hereof including the the doscription and particulars of the Goods and container(b) set out on the face hereof including the the doscription and particulars of the Goods and container(b) set out on the face hereof including the the Goods are aqueck and loaded within the Container in anner 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: the Goods contain no stolen goods, contraband or other illegal material or substances or any goods whi violate any intellectual or other property rights of any third party; neither the Goods nor any party with any interest in the Goods (whether as Shippe, Consignee or otherwise) are subject to any import requority rights indice, 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, the Merchant able lower of any pay lutiles, taxes, fine, imposs, by pays state, country, atture of the Goods or the involvement of any party. He Merchant able lower and pay lutiles, taxes, fines, imposs, by penses and loss cointiduing with prejudice to the subtroities and subjects and laws, regulations and requirements (including any impose at any time before or during the Cariage relating to anti-terrorism measures 5.2
- uffered by reason thereof or by reason or ery m-gun, widersaing of the cloads The Merchant shall be liable for the loss, damage contamination, soiling, detention or demurrage of wooerty (including Containers) of the Carrier or any Person (other than the Merchant) or Vessel cau-5.3 property (including Contain the Goods or the Merchant THE GOODS
- Dangerous Goods No Goods which a
- (iii)
- THE BOOST is meaning the sense of the sense
- 6.2 (a)

- 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. The Carrier shall not be liable for any loss of or damage to the Goods anising from defects, derangement, breakdown or stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, 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. **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 to inspect the contents.
- o inspect the contents. ON AND DELIVERY AT THE MERCHANT'S PREMISES COLLECTI
- When collection or delivery takes place at the Merchan's permises, the place of collection or delive be the usual place of loading or unloading the Goods into or from the vehicle and: the Carrier shall not be under any obligation to provide any plant, power or labour which may be ree for the loading or unloading at such permises, and this shall be the responsibility of the Merchant own risk and expense; and (a)
- tak and expense; and sistance given by the Carrier additional to the foregoing is given entirely at the Merchant's risk as to ge to ar loss of Goods or injury to Persons. NG OF BILLS AND WAYBILLS JIO f Jading shall be non-negotiable unless made out "to order". (b)
- ISSUME OF BILLS AND WAYBILLS This bill of lading shall be non-negotiable unless made out "to order". This bill of lading shall be prima facie evidence only of the Carrier 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 8.2
- STOWAGE OF THE CONTAINERS STOWAGE OF THE CONTINNENS Goods of any description (whether containerised or not) may be stowed on or under deck without not the Merchart, unless on the front of this bill of lading it is specifically stipulated that the Containers o Goods will be carried under deck, and any deck stowage shall not be a deviation of whatoever nature or degree. If carried on deck (the Carrier shall not be required to note, mark or stamp on the bill of ladi any statement of such on deck, carriage. Subject to Clause 9.2, such Goods whether carried on deck (and redex shall an late) and lavel and lavel and lavel to deck and whether carried on deck of Goods which are atted 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 ut and to the Carrier for loss or damage of whatsover nature arising during Carriage by sea or inland waterway whether caused by unseavorthiness or negligence or any other cause whatsover. The Merchant shall inderwinify the Carrier signist all and any extra cost incurred for any reason whatsover connection with carriage of livestock. **9.** 9.1
- 9.2 connection with carriage of livestock. METHODS AND ROUTE OF TRANSPORTATION 10

- connection with carriage of livestock. METHODS AND BOUTE OF TRANSPORTATION The Carrier may all its sole discretion and at any time and without notice to the Merchant: use any route whatsoever and any means of transport or storage whatsoever; load or carry the Goods on any Vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transhipping and/or subsitute any mode of transport at any time; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; load or unload the Goods from any conveyance at any place (whether or not named on the front hereof); comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to at at as or otheld of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions. For Waterborne Carriage, the Carrier may sali with or without plois, proceed runt no yade, tax at any port or place whatsoever, louden or pain, giving sequence rulent to ad stay at any port or place whatsoever, louden or pain, giving sequence rulent to ad stay at any port or place whatsoever, louden or pain, giving sequence rulent on deta stay at any port or place whatsoever, louden or pain, giving sequence rulent doed, to work to be doed, assist other vessels in any shusion, deviate for the purpose of saving life or property or of landing ill or injured persons, and call for ful at any port (1) or place(2). Anything done in accordance with this Clause or any delay arising threefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.
- 10.3 10.4
- Any time yourse interscore with the advection of white any terretoria ratio or determined on the contractual Carninge and shall not be a deviation of whatsoeven nature or degree. Hind anones or delay If an any time the Carninge is or is likely to be affected by any hindrance, risk, delay, afficienty or disadvantage of any kind (including the condition of the Goods and any of the Merchent or Sub-Contractors becoming insolvent) or 11 if appears at any time that the Goods or say part of them or safely or poperly be carried, or carried further, either at all or without incuring is ny additional cope or taking measures in helion to the Contains or Goods whenever an hindring (while the Gurineg has Commerced) the Carrier may without nocice to the Merchant. text the performance of the Carrier may without nocice to the Merchant. The the the Charling and Gas the Merchant's agent only like any measures and/or incur any real additional expense to carrier continue the Carrier any measures and/or incur any real additional expense to carrier continue the Carrier behavior. In any went the Carrier adal be entitled to the full Charges on Doods received for Carriage and the derivation and the carrier adal be entitled to the full Charges on Doods received for Carriage and the derivation and youry and dollocal costs resulting for head behavior. **DELVEPY OF COODS**. The Goods shall be derived delivered.
- (b) 10.4(a) at

- (b)
- DELVERY OF CODOS The Coods shall be deemed delivered: 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 of or jarrived at the delivery place; or (where the Carrier is nequired or permitted by law or custom to release the Good si up ont or other authorities of that port or delivery polece; as soon and the Good have been released or are in the control (physical and/or legal) of the port or other authorities at any location. Any mention herein of partice to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such motaries control shall for the Goods ends. Any mention herein of partice to be notified of the arrival of the Goods or any part thereof at the time and place stated in Clourse 1.1, the Carrier shall be entited, without notice and without prejudice to any other rights that it may have applies the Merchant to arrow from a Gortainer the Goods or that part thereof at the parable by the Carrier or any against Carl Constants of the America I and Sharay (the Carlier of any against and to constants) thereof sharay against the decident to the Carrier, and failure to constants on the carrier is any location. In the open or under core at the sole net have depense of the Merchant and the costs of such storage (if paid or payable by the Carrier or any against Carl Constants of the America Sharay Thereof as the against the Goods or that part thereof as the sole shard by the Carrier the Carrier. Such storage shall be carrier is hall forwhith upon demand be paid by the Carrier the Goods are benefit of the America share there as a storage (if paid or payable by the Carrier or any against Carl Carl Sharay There of share carls. The the Goods are declined by the Carrier (if the Merchant fails to take delivery of the Goods during areasonabic time or where or in the conter of share carls are likely to destorate, decay.
- legied on the doord end of the darries of the Merchant fails to take delivery of the Goods durin reasonable time or whenever in the opinion of the Carrier the Goods are likely to deteriorate, decay, coord wordfless or incur charges whether for storage or otherwise in excess of their value, the Carr may at its discretion, without prejudice to any rights which he may have against the Merchant, withou does and without any responsibility whatsever attaching to him, mustiff, eld, destroy or dispose of pools at the sole risk and expense of the Merchant, and apply any proceeds of sale in reduction of the most due to the Carrier from the Merchant. The aforesaid unstuffing sale, destruction or disposal of boods shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in

ct of the Goods thereof shall cease

respect of the Goods thereof shall cease. RETURN OF CONTINENES 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, adour 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 not be terutured within the time so prescribed, the Merchan shall be liable for any detention, loss or expenses (as set out in the agreement between the Carrier and it clause will be as charged to the Carrier by the relevant Sub-Contractor) which may arise from such non-return. The Average of the Carrier of the Carrier CHARGES

- 12.2 The Me

- Aerchant. rohant shall reimburse the Carrier for any costs for deviation or delay or any other increase of o ever nature caused by war, warlike operations, epidemics, strikes, government directions or hatever of God LIEN
- 14. 14.1 LUEN 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 whatoscere due at any time to the Carrier under this bill of lading or otherwise, and for General Average contributions to whomsoever due. 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 on the Carrier's Agents and/or any member of the Carrier Group under any other contract. The Carrier instruction of the Carrier and/or any member of the Carrier Group under any other contract. The Carrier instruction of the Carrier Goods and any documents relating completed or not with or without further notice. In any event any lien shall (a) survive the delivey of the Goods and/or the Other Goods and go extend to cover the cost of endicoring is lien and recovering any supervision.
- 14.3
- Goods and/or the Uther loads and up because services and the signal data and the term of the signal data and the term of the signal data and the s 15. 15. (a)

- (b)
- the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its SU6-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as surrende by the Carrier of its rights, immunities, exemptions or limitation, deemed as 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. Where the Merchant reguests the Carrier to procure Carriage by an Inland carrier in the United States of America, such Carriage shall be provided 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 denied the right to act as agent only to the Merchant and such Carriage shall be etermined in accordance with Clause 15 hereol. Where the determined in accordance with Cause 15 hereol. Of the word "package" shall be any patietised and/or unitised assemblage of cartons within has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the from thereod. Non-US Carriage where any Compulsory Legislation applies, the liability of loss. Carriage where any Compulsory Legislation applies, the liability of the Carrier howsoever occurring will be determined and thread on papels. The liability of the Carrier howsoever cocurring will be determined and limited in accordance with such Campusory Liability of the Carrier howsoever occurring will be determined and limited in accordance with the Hague-Yiday Rules Article 1-8 inclusive (escluding at rule and to the combine the such applies, the liability of the Carrier howsoever cocurring will be determined and limited in accordance with the Hague-Yiday Rules Article 1-8 inclusive (escluding Article 3 rule 8). (c) 15.2
- (i)

(b)

(i) (ii)

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21. 21.1 21.2 arriage and/o lerchant's ins

bill of lading.

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- (ii) 3 rule 8);
- been inteed and minited in accolatance with the nagaer way roles and table to inclusive (account) a victor the Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possision before loading or after discharge, howsoever 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 Haupe Rules, Hauge-Vish Pules, or any other rules as applied by Clause 15 2(b) during such additional compulsory period of responsibility, in relation to all Combined Transport (save for Combined Transport covered in Clause 15.2(a)) the Carrier in relation to all Combined Transport (save for Combined Transport covered in Clause 15.2(a)) the Carrier and (subject to any Compulsory Legislation) be relieved or any liability whatsoever for any loss of or damage to the Goods if, and to the extent that, such loss or damage is caused by strike, lockout, totopage or restrain of labout; the consequences of which the Carrier is unable to avoid by the exercise of diligence. 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. Compensation and Limitation Gii

unable to prevent by the exercise of reasonable diligence. Compensation and Limitation The Carrie's liability for any loss or damage to the Goods shall be limited to the lesser of: the FOB/FCA involves 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 or the place and time when they should have been so delivered; and if any Computiony Legidation applies, the amount set out in such Compulsory Legidation; or in all other cases. USS2 per kilo of poss weight of the Goods lost, damaged or in respect of which the

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

bill of lading. 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. General liability Atowithstanding 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 (me ach case whether direct or indirect) or or 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. The Carrier shall be deemed prima facie to have delivered the Goods a described in this bill of lading these 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 in the exat opt of the Person entities to deliver the due to due't the end bill of lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

Time-bar Where Compulsory Legislation applies, the time limit for bringing claims will be as prescribed by the

Save as set out in this bill of lading the Carrier shall not be liable for loss of or damage to any Goods

Save as set out in this bill of lading the Carrier shall not be liable for loss of or damage to any Gods howsoever arising (whether caused by negligence or otherwise). The Merchant shall promptly indemnify the Carrier against all costs (including the costs of investigating and defending any claims), expresses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered by the Carrier, the Sub-Contractors or any member of the Carrier Group (and their respective employees, servants, agents, insurer or reinsurers) as a result of or in connection with any of the following: any breach by the Merchant of any of the varranties given or obligations undertaken by the Merchant under this bill of lading, including the provisions of Clauses 6.1 or 6.2; the Carrier gend/or: the Coosds) and/or incurring additional costs by reason of the Carrier correly out the Merchant's instructions.

Merchant's instructions; any cause arising from or with respect to the Goods for which the Carrier is not responsible for, including under Clauses 3.2 and 11.1; the Carrier incurring liability in access of its liability under the provisions of this bill of lading regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by the Carrier, its agents, servants or the Sub-Contractor; delayed, inaccurate or incomplete information including verified gross mass information provided by the

delayed, inaccurate or incomplete information including verified gross mass information provided by the Merchant on which the Carrier relies. BOTH-To-BLAME COLLISION If a Vessel on which the Goods are being carried collides with another ship as the result of (i) the negligence of that other ship, and (ii) any act, neglect or default of the master, painter, pilot of the Vessel, and the Merchant theorem and the shift of the master of the Vessel, and the Merchant recovers payment for loss of or damage to the Goods from the other ship, and the to ther ship obtains from the Carrier (or the sub-Contractor) a contribution towards the payment it made to the Merchant, then the Merchant will reimburse the Carrier in respect of that contribution and shall identify the Carrier for any other loss, liability or expresses incurred by the Carrier (or the Sub-Contracto to the ship whatsoever arising out of the other ship's claim for contribution. **GENERAL VERAGE**

to the other ship whatsoever ansing out or the owner what and the state of COREAL AVERAGE CORENAL AVERAGE General Average shall be adjusted at any part or place at the Carrier's option, and to be settled according to the York-Antwerp Blues 1994, this covering all Goods whether carried on or under deck. The New Jasor Clause as approved by BIMCO shall be considered as incorporated herein which is available on request. Notwithstanding Clause 17.1, the Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made against time and shall provide such security as may be required by the Carrier in this connection.

Rotwithstanding Juause 1/1, the Mechanit shall indefinity the Quarter in respect or any claims of a General Average hardwer which may be made against thim and shall growing such security as may be required by the Carrier in this connection. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average anothyticines due to the Merchant

the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant. SUB-CONTRACTING ADD INDEMNITIES The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage and the Merchant argress (to the extent that the Merchant is entitled to bing claims against SUb-Contractors) that any Sub-Contractor can, at its option, apply its own terms of contract with the Carrier to defend claims brough by the Merchant. The Merchant undertakes: The Merchant undertakes: The Merchant undertakes: The Merchant undertakes: In the Goods on the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation shuth envertheless be made against a Sub-Contractors to indemnify the Carrier against all consequences thereof. Without prejudic to the other provisions in this Clause 18, every Sub-Contractors hall have the benefit of all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties heren bernefitting of all terms, rights, defences, provisions, conditions, exceptions.

Without projudice to the other provisions in this Gause 18, every Sub-Contractor shall have the benefit of all terms rights, defences, provisions, conditions, exceptions, limitations and libertise hereins benefiting the Carrier including Gause 21 (Juridiction and Law) hereof, as if this bill of leafing (including Clause 21) hereoly were expressly for is benefit and in entering into this contract. the Carrier, to the extent of these provisions, does so not only on his som heid? But allos as agent or trustee for such Sub-Contractor and such Sub-Contractor shall to this excet the or be deemed to be parties to this contract. **XRINTON OF THE CONTRACT** No servant or agent of the Carrier shall have power to waive or vary, any of the terms hered unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary. **PARTIAL INVLIDITY** If any provision in the shall of lading is held to be invalid or unenforceability shall tatch only to such provision. The validity of the carrier to has on the shall contend to be affected thereiny and this of lading contract shall be carried out as if such invalid or unenforceability shall attach only to such provision. The validity of the carrier to have the part and the valid or unenforceability shall extend to the same contract shall be carried out as if such invalid or unenforceability parties. The validity of the Carrier to have the valid or unenforceability shall extend to the same contract shall be carried out as if such invalid or unenforceability parties. The validity of the carrier who have the valid or unenforceability shall extend therein. JURISDICTION MAD LAW

contract shall be carried out as it such invariant or unremovement procession. JURISIOCTION AND LW For US Carriage, this bill of lading is governed by United States baw and the United States District Court for the Southern District of New York has exclusive jurisdiction to hear all disputes hereunder. For Nor-US Carriage, disputes arising under this bill of lading shall be determined by the courts of Hong Kong and in accordance with the laws of Hong Kong. No proceedings may be brought before other courts, unless both parties expressly agree the choice of the other court or arbitration tribunal and the law to he then applicable.

here Compulsory Legislation applies, the one man on any set of the probability of the Carrier shall be discharged of all liability whatsoever unless suit is brought and all other cases, the Carrier shall be discharged of all liability whatsoever unless suit is brought and inten notice thereof is given to the Carrier within nine months after the delivery of the Goods or the date the the Goods should have been delivered. The defences, limits and exclusion of liability provided for in this bill of lading shall apply in any action pains the Carrier whether the action be found in contract, bailment, tort, breach of express or implied are only or otherwise.