## BILL OF LADING-TERMS AND CONDITIONS

- (a) Except as otherwise provided herein this Bill of Lading shall have alfed subject to the provisions of the Carriage of Goods by Sea Act of the United States of America, approved April 16, 1935, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said ern before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the Carrier if this Bill of Lading is issued or delivered in a locality where there is in force a compulsority applicable Carriage of Carrier if this Bill of Lading is sused or delivered in a locality where there is in force a compulsority applicable Carriage of Carrier if this Bill of Lading dated after under the continuation of Carrier in the custody of the Carrier is the subject to the provisions of said Act, ordinance or statute and rules theretea nanoxa.

  (b) Initiations of, or exceptions from, liability authorized by any provisions of Sections 4281 to 4285, inclusive, of the Revised Statutes of the United States and amendments thereto and or any other provisions of the laws of the United States or of any other country whose laws shall apply.

- provisions of the laws of the Online's States or of any other country whose laws shall apply.

  In this Bill of Lading
  (a) "Carrier" means the Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise charterer, and if whether the owner, operator, charterer or Master shall be acting as carrier or baileo;

  "Vessel" means an includes the ocean vessel on which the owner, operator, charterer or Master shall be acting as carrier or baileo;

  "Vessel" means an includes the ocean vessel on which the owner of the Goods wants or agents of any of these.

  (a) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the Merchart. All of the owner ow

- Transport.

  3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents, employees, representatives, and all stevedores, terminal operators, craine operators, vactivement, carpenters, ship cleaners, survey-to be liable with respect to the goods as carrier, bailed or otherwise however, in contract or into It. However, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods, all imitations of the exonerations from liability provided by law or by the terms hereof shall be available to such other persons as herein described in contracting for the throughing beengines, imitations and and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this Bill of Lading, it being always understood that said beneficiaries are not entitled on any greater or further exemptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.
- to any greater or further exemptions, limitations or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

  8. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by law, any table to the coean carrier under this Bill of Lading or by law, any table to provide the coean carrier under this Bill of Lading or by law, any table to provide the coean carrier of the coean carrier of the coean carrier of the coean carrier of the coean carrier shall be custody of the ocean carrier, only the ocean carrier shall be determined by the terms and conditions of this Bill of Lading and (b) If loss or damage occurs while the Goods or packages are in the custody of a participating domestic or foreign Carrier, only the participating domestic or foreign Carrier or the control of the coean carrier of the terminal carrier of the coean carrier of the coean carrier of the terminal carrier of the coean carrier of the carrier of the carrier of the carrier of t

  - assumes no responsibility as Carrier for such domestic or foreign transportation. Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier, and suit commenced as provided for in Clauses 30 and 31 hereof. Notice Carrier(s) where applicable, shall be filled with the participating domestic or foreign Carrier(s) and suit commenced as provided for in the terms, conditions and provisions of said Carrier(s) Bird of the terms, conditions and provisions, as they pertain to rotice of, and claim for, loss or damage and commencements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.
- and 31 hereot.

  5. The goods carried hereunder are subject to all the terms and provisions of the Carner's applicable Tariff or Tariffs on file with the Federal Maritime Commission, Interestate Commerce Commission of the seal and the terms and provisions of the said Tariff or Tariffs are hereby (noncoprated herein as part of the Terms and Conditions of this Bill of Lading, Copies of the relevant provisions of the applicable Tariff or Tariffs are declarable from the control of the Commerce Commerce Commission of the Commerce Commerc
- The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.
- possession of the Goods and this Bill of Cading.

  7. (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, varehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

  (b) As to through transportation, the Carrier undertakes to procure carrier to the contraction of the carrier undertakes to procure carrier to the contract any mode of land, sea or air transportation and to arrange participation by other Carriers to accomplish the combined transport from place of receipt to place of delivery. Whenever any stage of the carrier to the carr

- 8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unless applicable law prohibits same. If it thereupon appears that the contents or any part there of cannot safely or properly be carried or carried further, either at all or contained the container of the contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to constitute due delivery under this Bypace, which storage shall be deemed to constitute due delivery under this Brach and the container of th
- 9. Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck, including for General Average and U.S. Carriage of Goods by Sea Act, 1936 and similar legislation.
- U.S. Carriage of Goods by Sea Act, 1996 and similar legislation.

  10. Deck cargo (except goods carried in containers on deck) and live animals are neovived and carried solely at Merchant's risk (including accident or mortality of animals) and the Carrier shall not in any event be liable of any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-Section (2a) to (p), inclusive, of the United State Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seworthness in the premises being hereby waived, and the burden of proving liability being in all shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods.
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  11. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and, and the state of the
- Carrier.

  12. The scope of the voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or customary or advertised ports of call whether named in this contract or order, even though in proposeding thereto he vessel may sail beyond the port of discharge named herein or in a direction contrary thereto or return to the original port, or depart from the direct or customary route and includes all canals, stratis, and other waters. The vessel may call at any port for the purpose of the current, prior or subsequent voyages. The vessel may omit calling at any port whether scheduled or not, and may call at or subsequent call at the port of discharge, may for matters occurring before or after locating, and either with or without the goods on board, and before or after locating, and either with or without the goods on board, and before or after locating, and either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dydock with or without cargo on board, stop for repairs, shift bettis, make trial tips or tests, take fuel or stores, remain in port, be on and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The vessel may carry contraband, explosives, munitions, wardlike stores, hazardous cargo, and sail armed or unamed, and with or without convoy.
- The Carrier's sailing schedules are subject to change without notice both as to the sailing date and date of arrival. If this is a Through Bill of train, fruck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise. No Carrier shall be liable for delay and ny Carrier shall have the right to forward the goods by substitute Carrier.
- any carrier shall raive the right to lowed on the goods by sousitate carrier.

  3. If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant text the performance of Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full reight and charges on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and strunge at such place or port.
- 14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Goods at a specified dock or place, it is mutu-control to the control of the control of the control of the control of the Carrier, the vessel can get to, be at, and leave said dock or place, always safely alload, and only if such dock or place is available for immediate receipt of the Goods and that otherwise the Goods shall be discharged a otherwise provided in this Bill of Lading, whereupon all responsibility of Carrier shall
- 15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, without giving notice either of arrival or discharge, may, immediately upon arrival of the vessel at the designated destination, discharge the goods continuously. Sundays and holidays included, at all such hours by drough you had not been a formed to the carrier may determine no matter what the state of the weather or custom of the port may be.
- The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during load-ing or discharge or any part of the time that the Goods are upon the wharf, craft or other loading or discharging place.
- crat or other loading or ascharging place.

  Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight herein provided for. If the Goods are not taken away by the consignee by the expiration of the next working day after the Goods are at his disposal, the Goods may, at Carrier's pilon, be sent to store or warehouse or be permitted to lie where landed, but always at the expense and sky of the Goods. The responsibilities of the Carrier's ir may capacity shall altogether cease and the Goods shall be considered to be delivered and city of Customs or other Authorities, or into that of any municipal or governmental concessionaire or depository. The Carrier shall not be required to give any notification of disposition of the Goods, except as may be otherwise provided in this Bill of Lading.
- 16. At ports or places where, by local law, authorities, or custom, the Carrier is required to discharge cargo to lighters or other craft, or where it has pet to lie all, or leaves the carrier is required to discharge cargo to lighters or other craft, or where conditions prevailing at the time render discharge at a whard dangerous, impruder to likely to delay the vessel, the Merchant shall promptly furnish lighters or other craft to lake delivery alongside the ship, at the risk and expense of the Goods. If the Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, way engage such lighters or other craft at the risk and expense of the Goods. Discharge of the any further responsibility of Carrier with respect to the goods shall therupon terminate.
- upon terminate.

  17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority, or having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations. Discharge of delivery of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillment of the contract. Any extra under this clause shall be epided by the Merchant in addition to treight and charges.
- charges.

  18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carriers will not call, the Carrier may, without notice, loward nai port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the Goods, by water, by land or by air or by any combination thereof, whether operated by the Carrier or others and whether ship expected to be used for the transportation of the shipment. The Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections in all cases where the shipment is delivered to another Carrier or to a lighter, Port Authority. Carrier shall absolutely case when the Goods again come into its exclusive possession, and the responsibility of this Carrier during any such period shall be that of an agent of the Merchant, and this Carrier strainshipping or on Carrier shall add if the shipment of the carrier shall also or on Carrier and all all the shipment of the s
- 19. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the combined transport, which in the judgment of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disad-vantage of loss to the Carrier of any part of the Goods to make it unsafe,

imprudent or unlawful for any reason to receive, keep, load, or carry the goods, or commence or proceed on or continue the transport or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge or delivery, or to give rise to delay, or difficulty in proceeding by the usual or intended route, he Carrier or the Master may decline to receive, keep, load or carry the require the Merchant to take delivery of Goods at the place of receipt or require the Merchant to take delivery of Goods at the place of receipt or require the Merchant to take delivery of Goods at the place of receipt or any other point in the combined transport and upon failure to do so, may warehouse the Goods at the risk and expense of the Goods, or the vessel, whether or not proceeding toward or entering or attempting to enter a sulfaver of the Goods and or attempting to discharge the selection of the control of the control of the control of the control of the code of th

Notwithstanding the foregoing, the Carrier shall neither be liable there-for, nor concluded as to the correctness of any such marks, descriptions or representations.

or representations.

When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of his Bill of Lading, owners of the Goods and person entitled to the possession of the Goods shall be and remain liable, only and severally, for any loss or drange to the cargo unit during such contract strategy, and a staff rates, and the cargo unit during such to Carrier strategy, and a staff rates, and the cargo unit during such to Carrier strategy, and a staff rates, and the cargo unit during such a staff rates, and the cargo unit of the cargo unit during such as the cargo unit of the cargo unit

Where a cargo unit is to be unpacked or unloaded by consignee or its agunt, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the Goods are damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking or unloading.

to the cooks by of uning such unpacking or unleading.

21. When containines, vans, trailines, transportable tranks, flats, palletized units, and all other packages (all hereinafter referred to generically acreago units) are not packed or loaded by Carrier, such cargo units) shall be deemed shipped as "Shipper's weight, load and count." Carrier has no reasonable means of checking the quantity, weight, condition or existence reasonable means of checking the quantity, weight, condition or existence or existence of such contents, as furnished by the shipper and inserted in risk Bill of Lading, to be accurate, and shall not be labele for nonreceipt or misdescription of such contents. Carrier shall have no securing and/or stronge of contents of such cargo units, or for loss or damage caused adequacy of such dargo units properly to contain their contents.

aneuty or resulting research to rive in express observable or state and expected of such cargo units properly to contain their contents.

The Merchant, whether principal or agent, by packing or loading the cargo unit and/or by allowing the cargo unit to be so packed or loaded, and the cargo unit to be so packed or loaded, and the cargo units to be so packed or loaded, and the cargo units that such cargo units are physically suitable, sound and structurally adequate properly to contain and support the Goods during handling and on the transport and that the cargo units that may be handled in the ordinary course are properly to contain and support the Goods during handling and on the transport and that the cargo units may be handled in the ordinary course way and the cargo of the cargo, or properly, or persons, (b) that all participations with regard to the cargo units and their contents and the velocities with regard to the cargo units and their contents and the velocities with regard to the cargo units and their contents and the velocities of the Goods which might indicate that they are inflammable, explosive, corrowieve, radioactive, noxious, hazardous or dangerous in nature, or which might cause damage, injury or detriment to the Goods, or the vessel, conveyance or other cargo or to property or persons and of the Department of Transportation of the United States of America and content of the cargo or to property or persons and of the Department of Transportation of the United States of America and content of the cargo or to property or persons and of the Department of Transportation of the United States of America and content of the consistence receiver holder of this Bill of Ladino owner.

The shipper, consigner, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods jointly and severally agree fully to protect and indemnity Carrier and to hold it hamless in respect to any injury or death of any person, or loss or damage to cargo reago unit of any other property or to the vessel or conveyance or expense of the arising out of damage to cargo or cargo unit and arising out of any any expense or cargo unit and arising out of in any way connected with breach of any of the foregoing representations or warranties, howsoever occurring, even without fault or shipper, consignee and/or owner of the Goods, and even though such injury, death, loss or damage is caused in whole or in part by fault of the Carrier or unseaworthiness.

- Carrier or unseaworthiness.

  22. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier and flood enter shall have a lien on the Goods for and flood and the shall have a lien on the Goods for the Goods and gathering of losse contents of packages, also for expenses for repeating containers damaged while in the possession of the Merchant for demurrage on containers and any part, copress, fine, duss, duty, tax, impast, loss, damage or deterior in connection with the Goods however caused including any action in connection with the Goods however caused including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, setzure under legal process or insufficient marking, numbering or addressing of containers, packages or description of the contents, failure of the Merchant to procure consists. Good of the Merchant to procure consists of the Merchant to group or consists of the Merchant. The Carrier's lies shall survive delivery and may be enforced by private or public sale and without notice.
- or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

  23. Freight shall be payable, at Carrier's option, on actual gross intakeneight or measurement or on actual gross discharge weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper herein, but the Carrier may, as previously stated herein, at any time open the packages applicable law prohiblis same), in case shipper's particulars are found to be erroneous and additional freight payable, the Merchant and the Goods shall be lable for any expense incurred for examining, weighing, measuring and valuing the Coods. Full freight shall be paid or dangaged or and advance charges (including on Carrier's) shall be considered completely earned on receipt of the Goods by the Carrier, whether the freight be staded or Intended to be prepaid or to be collected at destination, and demurrage, detention, General Average, claims and any other payments and any discharged or the collected at destination, and demurrage, detention, General Average, claims and any other payments and and such as the special or the collected at destination, and demurrage, detention, General Average, claims and any other payments and advances whatesever, vessel, conveyance and/or cargo lost, damaged or large cargo lost, damaged or large collected and contained the part of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, for any cause, any forwarding of the goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full, or any cause, any forwarding of the goods or any part thereof shall be at the risk and expense of the goods or the place of delivery at the demand rate of New York exchange as quoted on day of arrival of the Goods at the place of delivery at the demand rate of New York exchange as quoted

Goods at the place of delivery.

The Merchant shall be jointly and severally liable to the Carrier, and for payment of all freight charges and the amount due to the Carrier, and for a contract of the contract of the Carrier, and for the contract of the carrier, and for provisions of this Bill of Lading, and they shall indemnify the Carrier against, and hold it harmless from, all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such aligned per contract of the Carrier may sustain or incur arising or resulting from any such aligned by any party to perform forwarding services with respect to the process and any payment of freight to such person, firm or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm or corporation by any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of the freight.

The Carrier shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all freight charges and damages of any kind whatsoever, and for the costs of recovering same, including expenses incurred in preserving this lien, and may enforce this lien by

- public or private sale and without notice. The shipper, consignee, receiv-er, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods shall be jointly and severally liable to the Carrier for the payment of all freight charges and demages as alforesand and for the performance of the obligations of each of them hereunder.
- 24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged
- 25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascentained by a third party other than the thereof. This Bill of Lading shill not be deemed evidence against the Carrier of receipt of goods of the weight or quantity so inserted in the Bill of Lading.
- 26. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the ship, by reson or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect, or by its actual fault or privity. In any case where this exemption is not permitted by law, Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.
- gence.

  2.7 If the vessel comes into collision with another vessel as a result of the fault or negligence of the other vessel and any act, neglect or default of the control of the control of the vessel, and the control of the vessel, the Merchant will indemnity leating or in the management of the vessel, the Merchant will indemnity the Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recoupled or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

The foregoing provisions shall also apply where the owners, opera-s or those in charge of any vessel or vessels or objects other than, or addition to the colliding vessels or objects are at fault in respect of a col-on, contact, stranding or other accident.

This provision is to remain in effect in other jurisdictions even if unen-ceable in the Courts of the United States of America.

28. General average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the laws and usages of New York.

these Rules, according to the laws and usages of New York.

In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates shall be convented at the rate prevailing on the last day of discharge at the pot or piace of final discharge of such damaged cargo from the hist pot or piace of final discharge of such damaged cargo from the hist. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash depost as the Carrier or his agents may deem sufficient as and special charges thereon shall, if required, be made by the Goods, shippers, consignees or owners of the goods to the Carrier before delivery of the Goods. Notwithstanding anything hereinbefore contained, such deposit shall at the option of the Carrier be payable in United States curricy, and be remitted to the adjuster pending settlement of the General Average and refunds of crosti balances, any shall be paid in Durit Average, and refunds of crosti balances, any shall be paid in the Carrier because the control of the Carrier has used due diligence in the stowage of cargo and if the safe prosecution of the voyage is thereafter imperited in consequence of the disturbance of stowage, the costs handling, discharge, releading and restowing cargo shall be allowed in General Average, even though the handling of cargo is not necessary for the purpose of effecting repairs to the vessions.

the purpose of effecting repairs to the vessel.

In the event of acadent, danger or diseaser, before or after commencement of the vipage residing from any cause whatsoever, whether due to negligence or not for which or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, the shipper, consignee, receiver, holder of this Bill of Lading, owner of the Goods and person entitled to the possession of the Goods, jointly and exercisally, shall contribute with the Carrier in General Average to the posterial contribute with the Carrier in General Average to the posterial contribute with the Carrier in General Average to the posterial contribute with the Carrier in General Average to the posterial charges incurred in respect of the Goods. If a salving ship is owned or operated by strangers, in such salving ship or ships were owned or operated by strangers, and all codes, statutes, laws or regulations which might otherwise apply, and all codes, statutes, laws or regulations which might otherwise apply.

- all codes, statutes, laws or regulations which might otherwise apply.

  29. In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of Goods not shipped in packages, per package or per shipped in the package or per shipped in packages, per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$500 per package or per shipping unit or ror rata in case of partial loss or damage unless the nature of the Goods have been declared by the shipper before shipment and inserted in this lill of Lading, and extra freight paid if required. In such case, if the actual value of the Goods per package or per shipping unit shall exceed such calcared value, the value shall nevertheless be deemed to be declared and any partial loss or damage shall be adjusted pro rata on the basis of such declared value. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatcever, except goods shipped in bulk, and irre-change in the weight or measurement unit employed in calculating freight harders.
- Where containers, vans, trailers, transportable tanks, flats, palletized units and other such packages are not packed by the Carrier, each indi-vidual such container, van, trailer, transportable lank, palletized unit and other such package including in each instance its contents, shall be deemed a single package and Carrier's liability, limited to \$500 with respect to each such package.
- 30. As to loss or damage to the Goods or packages occurring or pre-sumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Goods or packages into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage be not apparent, within three consecutive days after delivery at the port of discharge, such removal shall be prima facile evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading.
- 31. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, miselikely, delay or in respect of lary other breach of this contract and any claim whatsoever with respect to the Goods or packages, unless suit is brought within one year after delivery of the Goods or package, unless suit is brought within one year after delivery of the Goods or package should have been delivered. Suit shall not be Coods or package should have been delivered. Suit shall not be Carrier and/or the vessel by service of process or by an agreement to appear.
- appear.

  32. Gold, silver, specie, bullion or other valuables, including those named or described in Sec. 4281 of the Revised Statutes of the United States, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and a special written agreement therefor has been made in advance, and will not, in any case, be loaded or landed by been made in advance, and will not, in any case, be loaded or landed by even to be carrier until brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefor is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bils of lading properly shall case. If delivery is not so taken promptly after the ship's arrival at the port of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods.
- 33. It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the cargo, and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation and the like did not exist on receipt.
- 34. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be sperable, and if any part of the terms derived the states. The terms of the Sill of Lading shall be sperable, and if any part of enforceability of any other part or term hereof.