- (a) Except as otherwise provided heavin this Bill of Lading shall have effect 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 surfaced by the Carrier of any of its rights or immunities or an increase of any of its respon-tabilities on the analysis of the comparison of the sea of the second states of the second states of the second and the outper states of the second states of the second and the outper states of the second states of the second and the outper states of the second states of the second and the comparison of the second states of the second and the second states of the second states of the second and the second states of the second states of the second and the second states of the second states of the second international Convention for the Unification of Cartain Rules Relating to Bills of Lading dated at Brussels August 25, 1924. It shall be subject to the provisions of said Act, ordinance or statute and rules thereta annaxes. One full benefit of, and right to, all initiations of, or exceptions from, liability authorized by any provi-sions of Sections 4261 to 428, inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the Individual states or of any other coun-try whose laws shall apply. In this Bill of Lading the Individual states of the admight.

- provisions of the laws of the United States of of any other coun-try 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 (b) "Carrier" means the Carrier named on the face side hereof, the vessel, also only leadership, bery, barge, lighter or any other whether the owner, operator, charterer of Master shall be acting as carrier of balles: (b) "Vessel" means and includes the ocean, vessel on which the vessel, also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract. (c) "Marchant" means and includes the shipper, the consignee, the receiver, the holder of the bill of lading, the womer of the Goods runst or agents of any of these. (d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the Marchant. (e) "Constaine" means and includes any container, van, trailer, trans-pied by or on behalf of the Carrier. (f) "Containe" means and includes any container, van, trailer, trans-pied by or on behalf of the Carrier. (f) "Containe" renthy as the case may be. (h) "Participating Carrier" means and shall include any other water, land or air carrier performing any stage of the Combined Transport.

and or an exact performing any stage of the Odfibilitied Transport.
3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, follows and ervoy of the vessel, all ser-vants, agents, employees, representatives, and all stevedores, terminal operators, crane operators, walchriner, carpenters, ship cleaners, survey, to be liable with respect to the goods as carrier, ballee or otherwise how-soever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the codes, all imitations of the exonerations from liability provided by law or by the terms hereid shall be available to such other persons as herein and on behalf of all persons described above, all of whom shall to this Bill of Lading, it being always understood that said beneficiaries are not entitled bary to any construct or to runter in scherner is acting as open and trusten for and on behalf of all persons described above, all of whom shall to this Bill or any construct or to runter exonerations. Imitiations or concentrations from liability the orther exceptions, limitations or concentrations from liability than those that the Carrier has under this Bill of Lading in any given stitulion.

- any greater of turther exemptions, limitations or exonerations itom liability than those that the Carrier has under this Bill of Lading in any given situation.
   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 tability by the respective participating carriers for loss or dmanage to the Goods on packages are in the expective participating carriers for loss or dmanage to the discourse while the loss or packages are in the expective participating carriers for loss or dmanage to the discourse while the loss or packages are in the expective participating carriers for loss or dmanage to the discourse while the Goods or packages are in the exost of or loss or dmanage occurs while the Goods or packages are in the custod of a participating domesis to or foreign. Carrier, only the participating domesis to or foreign. Carrier, only the the custod of a participating domesis to or foreign. Carrier, only the the custod of a participating domesis to or foreign. Carrier, only the terms, conditions and provisions of the applicable participating domesis to or loss or dmanage. Carrier (316) of Lading, whether I issued on ort. Iar-conditions and provisions of the applicable participating domesis to or house the terms of the odd or packages will from time to time be carrier of through transportation that will include inland transportation with through transportation that will include or black to the corrier and the original carrier of some defined, through port or place to the corrier and the original carrier (3) shall be determined to respective order, by the participating carrier and enclude on bard the original carrier and enclude on bard the original carrier and enclude on bard the original carrier (3) shall be applicable participating carrier (3) shall be the corrier and the original carrier (3) shall be the corrier and the original carrier (4) shall be applicable or participating carrier (3) shall

  - 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 Carriers (3), where applicable, shall be filled with the participating domestic or foreign Carrier(5) and suit commenced as provided for in the terms, conditions and provisions of sala Carrier(5) allow domestic or foreign Carrier(5) and suit commenced as provided for in the terms, conditions and provisions, as they part Merchani that such terms, conditions and provisions, as they part ment of suit, contain different requirements than those requires ments pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.

and 31 hereol. 5. The goods carried hereaunder are subject to all the terms and provisions of the Carrier's applicable Tariff or Tariffs on Tile with the Federal Maritime Commission, Interstate Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the Terms and Conditions of this Bill of Lading. Copies of the rele-part of the Terms and Conditions of this Bill of Lading. Copies of the rele-Carrier, Federal Maritime Commission. Interstate Commerce Commission or other regulatory body upon reguest. In the event of any conflict between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, this Bill of Lading shall prevail.

6. 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 Clading.
  7. (a) The Carrier shall be entitled to sub-contrast on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duites whatsoever under-taken by the Carrier in relation to the Goods.
  (b) As to through transportation, the Carrier undertakes to procure cretion to contract any mode of land, sea or air transportation and to arrange participation by other Carriers to accomplish the com-bined transport from place of receipt to place of delivery, by any land or air Carrier or any other water Carrier cach such stage shall be controlled according to the contracts, rules and tar-ifis of each participating Carrier, the same as if such contracts, rules and tariffs were blay set forth hereit.

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 thereupon appears that the contents or any part there of carnot safely or properly be carried or carried further, estimate at all or to not safely or properly be carried to carried further, estimate at all or to not be Consiner or its contents or any part there of the content o

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, 1936 and similar legislation. 10. Deck cargo (accept goods carried in containers on deck) and live ani-mals are neceived and carried solely at Merchan's risk (including accident or mortaily of animab) and the Carrier shall not in any event be liable for any loss or damage therete arising or resulting from any matters men-tioned in Section 4, Sub-Section (a) to (b), inclusive, of the United States Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warrary of seavorthness in the prem-respects upon the Merchant. Except as provided above, such shipments shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods.

or who em to Learning retaining to GOODS. II. Special containers with heating or retrigeration units will not be fur-nished unless contracted for expressly in writing at time of booking and show the second to Carrier, and carrier shall exercise due diligence to maintain the tem-perature within a reasonable range while the containers are in its custody or control. The Carrier does not, however, accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by Carrier.

Carrier. 12. The scope of the voyage herein contracted for shall include usual resultancy or advertised ports of call whether mamed in this contract or order, even though in proceeding thereto the vossel may sail beyond the root of discharge named herein or in a direction contrary thereto or return or to discharge named herein or in a direction contrary thereto return to the original port, or depart from the direct or customary route any port of the purpose of the current, prior or subsequent voyages. The vessel may call at any port for the purpose of the current, prior or subsequent voyages. The vessel may call at any port for the purpose of the current prior or subsequent voyage. The vessel may call at any port of discharge, and whether schedule to too, and may call at any port of discharge, and y for matters occurring before or after proceeding towards the port of discharge, adjust constant, and before or after proceeding towards the port of discharge, adjust constant save or attempt to save like or property, and all of the foregoing are natively as the port of discharge, and when even the schedule of the current, prior or subsequent call at the port of discharge, may for matters occurring before or after proceeding towards the port of discharge, adjust constraints, the prior or attempt to save like or property, and all of the foregoing are natively as the set of the prior of the set of the s

The Cartier's sailing schedules are subject to change without notice backets and the set of the Lading, no Carter's bound to transport the shipment by any dancular tran, truck, arcraft, vessel or other means of conveyance, or in time for any particular market or dherwise. No Carter shall be liable for delay and Grafter shall have the right to forward the goods by substitute Cartier.

any Lamter shall have the epitromator the global by substitute Lamter. 13. If a 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 exer-cise of reasonable endeavors, the Carrier (whether or not the transport commenced) may without noise 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 shall nevertheless be entitled to full reliable that shall pay any solutional costs of carriage to and delivery and storage at such laces or for

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-Carrier is to make such delivery only it, in the sole updgment of the Carrier, the vessel can get to, be at, and leave said dock or place, always safely alloat, and only if such dock or place is available for immediate receipt of the Goods and that otherwise the Goods shall be discharged as otherwise provided in this Biol C Lading, whereopen all responsibility of Carrier shall be discharged by the constraint of the c

15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, with-out giving notice either of arrival or discharge, may, immediately upon arrival of the vessel at the designated destination, discharge the goods continuously. Surodaya and holidays included, at all such hours by doay or by night as 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.

crait or other loading or discharging piace. 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 opilon and subject to Carrier's lien, be sent to store or ware-house or be permitted to lie where landed, but always at the expense and this of the Goods. The responsibilities of the Carrier' in any capacity shall allogetime cases and the Goods shall be considered to be delivered and tody of Customs or other Authonics, or into that of any municipal or gov-emmental concessionaire or deposition of the Goods, except as may be oth-ervise provided in this Bill of Lading.

16. At ports or places where, by local law, authorities, or custom, the Carrier's required to discharge cargo to lighters or other carit, or where it care to the care the care to the

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 pur-porting 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 Godds in accordance with the said order or directions or recommendations shall be deemed a fulfilment of the contract. Any extra under this clause shall be paid by the Merchant in addition to freight and 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 may be an advisable, or in any case of the voyage or the route to or beyond the port of discharge or the destination of the carrier or others and whether exposed the Goods, by water, by land or by air or by any combination the factors will be advised by the Carrier or others and whether exposed to be used for the transportation of the shipment. The Carrier may delay forwarding awaiting a vessel or corveyance in its owner the shipment. The Carrier may delay forwarding awaiting a vessel or corveyance in its owner when the Goods and the shipment. The Carrier may delay forwarding awaiting a vessel or corveyance in its owner solution, the transportation in all cases where the shipment is delivered to another Carrier or to a fighter. For Authority, carrier shall absolutely cases when the Goods again come into its exclusive possession, and the responsibility of the Marchant, and this Carrier during any such period shall be that of an agent of the Marchant, and this Carrier transshipping or or Carrier and all transshipment or forwarding shall be subject to all the terms whatsover in the regular form or bill of lading, corriser or the shipment and iterasing and the more used at the time by the Carrier participation whethere are any delay to any advise the shipment or the shipment o

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.

inprudent 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, the Cartier or the Master may decline to proceive, level, load or carry the the Cartier or the Master may decline to receive, keep, load or carry the provide the Master may decline to receive, level, load or carry the require the Methater may decline to receive, level, load or carry the require the Methater may decline to receive, level, load or carry the require the Methater may decline to receive, level, load or carry the require the Methater may decline to proceive, level, load or carry the require the Methater may decline to proceive, load or carry the require the Methater may decline to proceive, and the require the Methater may the any provide or the require the Methater may the singer and upon distance to do so, may warehouse the Goods at the risk and expense of the Goods, or the ves-charge therein or attempting to discharge the shipment may discharge the Goods and/or devan the content so d any container(s) at another port depot, lighter cart or other place or may forward or transship them as pro-tried based in this advisable and discharge the Goods and may place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanting or discharge of the Goods and my place whatsoever as herein provided. The Carrier or the Master is not required to pay notice of such devanting or discharge of delivery and perform-ance under this contrait and the Carrier shall be free from any further responsibility. Thues it be shown that any loss or damage to the Goods arose from Carrier's megligence in the discharge and delivery as herein performance under this contrait and the Carrier shall be free from any further responsibility and seven the context as a she carrier she forwarded on a subsequent vessel or the tend or damage to the Goods aros

20. 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 this Biol Lading, owners of the Goods and person entilled to the possession of the Goods shall be and remain liable, joinly and severely, for any loss or damage to the acrgo unit during such joinly and severally, for any loss or damage to the acrgo unit during such to Carrier's custody and, at tariff rates, for any delay beyond the time allowed for such loading or discharge, and for any loss, damage or expense incurred by Carrier as a result of the failure to return the cargo unit to the Carrier in the same, sound condition and state of cleanliness as when received by shipper. Such loss, damage, expense or delay shall constitute a late on the Goods.

Where a cargo unit is to be unpacked or unloaded by consignee or its agent, 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 books by or during such unpacking or unicating. 21. When containers, vans, trainers, transportable tanks, flats, palletized units, and all other packages (all hereinafter referred to generically as crargo 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 reformable means of herkolf by the quarity, weight, load and count. "Carrier has no reformable means of herkolf by the quarity, weight, load and count." Continer to the state or existence of such contents, as furnished by the shipper and inserted in his Bill of Lading, to be accurate, and shall not be lable for nonreceipt or misdescription of such contents, cargo units, or for loss or damage caused adequacy of such dargo units properly to contain their contents.

Littlebugks of values and a large units properly to protein Suitearing to suitedual delegates of values properly to protein source of the subscription of the subsc

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 harmless in respect to any injury or death of any person, or loss or dam-age to cargo or cargo unit of any other property or to the vessel or con-or any other property, or to the vessel or conveyance or appendent to assing out of or in any way connected with breach of any of the foregoing representations or warranties, howsoever occurring, even without fault of shipper, consigne 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 unseavorthiness.

Carrier or unseaworthiness. 2.4. The Mechanism and he Goods themselves shall be liable for and shall all expenses of mending, repaining lumigating, repairing, the Goods fer all expenses of mending, repaining containers data the men he Goods fer all expenses of mending, repaining containers data damaged while in the possession of the Merchant for demurage on containers and any pay-ment, sopreme, fine, dues, dui, two, impost, local damaged while in the possession of the Merchant for demurage on containers and any pay-ment, sopreme, fine, dues, dui, two, impost, local damaged while in the possession of the Merchant for demurage on containers and any pay-porting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of containers, packages or description of the contents, failure of accompany the Goods or to endy while mass or equations and or pay kind in accompany the Goods or to comply with laws or equations of any kind in possed with respect to the Goods by the authorities at any or or place or any act or ornision of the Merchant. The Carmier's line shall survive delivery and may be enforced by private or public sale and withour notice.

or any act or omission of the Merchant. The Carnier's line ishall survive ellewiny and may be enforced by private or public sell and without notice. 33. Fright shall be psyable, at Carnier's option, ne schalg gross intaken weight or masurement or on acular gross discharge weight or measure-ment or on a value or other basis. Fright may be calculated on the basis of the particulars of the Goods training weight or measure-ment or any expension current of the same training weight or the particulars of the Goods the particulars are found to be strongeneous and additional fright payable, the Merchant and the Good particular services and additional fright payable, the Merchant and the Good shall be liable for any expense incurred for axamining, weighting, measur-ing and valuing the Goods. Full fright the label be paid on diamaged or had advance charges (including on Carnieris) shall be considered com-pletable same do necepit of the Goods and any other payments and advance charges (including on Carnieris) shall be considered com-pletable and the conserving the and any other payments and advance trained to be prepared to tbe colliced at destination, and demonstronge. Generical Average, claims and any other payments and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to tbe colliced at destination, and and advance trained to be prepared to the constrong black dataged of the association the constrong the constrong black dataged of the association and the constrong the provide that the part of rary cause, and (the resource of the goods) or any parthereof shall be ath the freeopt, or a char

Goods at the place of delivery. The Merchant shall be jointly and severally liable to the Carrier, and for payment of all relight charges and the amount due to the Carrier, and for provisions of this Bill of Lading, and they shall indemnify the Carrier against, and hold I harmless from all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such angaged by any party to perform forwarding services with respect to the poses and any apprent of registro to such person, firm or corporation shall not be considered a payment to the Carrier in any event. Failure of such services, for the transmitted to such person, firm or corporation shall be considered a default by the Merchant in the payment for fleight to the Carrier shall be considered a default by the Merchant in the payments relighted the function of the freight.

The Carrier shall have a lien on the Goods and any documents relat-ing thereto, which shall survive delivery, for all freight charges and dam-ages of any kind whatsoever, and for the costs of recovering same, includ-ing 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 damages as aforesaid 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 assortationed by a third party other than the thereof. This Bill of Lading shall 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 reason 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 no be liable for loss or damage by fire unless shown to have been caused by Carrier's negli-gence.

gence. 27. 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 Carrier, Master, manner, pick or the sommer of the Carrier in the neu-ligation 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, any claim whatscever of the Merchant, paid or payable by the other or non-carrying vessel or her owners to the Merchant and set-off, recoupted 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 acchanged into United States money at the rate prevailing on the dates shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security as may be required by the Carrier or us the furnished bafore delivery of the goods. Such cash deposit 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 deliv-reory, and be rategies thereon shall. If required, be made by the Goods, shippers, consignees or owners of the goods to the Carrier before deliv-reory, and be remitted to the adjuster pending satellitement of the Goods, shippers, consignees or owners of the goods to the Carrier before delivery of the Goods. Notwithstanding anything hereinberfore contained, such deposit shall at the option of the Carrier be payable in United States cur-reor, and be required, it is agreed that if the Carrier has used due diligence in the stowage of cargo and if the sate prosecution of the voyage is ther-fate imperielian consequence of the disturbance of stowage. It ecosts of handling, discharge, reliading and restowing cargo shall be allowed in general Average, event though the handling of cargo is hont necessary for the purpose of effective accident. dance or disaste, before or after com-tent provide accident. dance or disaste, before or after com-

the purpose of effecting repairs to the vessel. In the event of accident, darger or diseater, before or after com-mercomment of the vioyage resulting 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 due to negligence, receiver, holder of this Bill or Lading, owner of the Goods and person entitled to the possession of the Goods, jointhy and ment of any ascrittices, itselse or expenses of a Goneral Average nature that may be made or incurred and shall pay salvage and special charges nourred in respect of the Goods. It is asking ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as i such salving bip or chalse were owned or operated by strangers. I such salving bip or chalse were owned or operated by strangers even when such average is the result of fault, neglect or euror of the Master, pillo, difficers or crew. The Merchant expressivg renounces any 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 exceed-ing in actual value the equivalent of \$500 lawfl momey of the United Ships, par pr. Reale, or in case of docs not shipped in packages packages or per shipping unit. The Castre's labeling (i, farv, shall be deter-mined on the basis of a value of \$500 per package or per shipping unit packages or per adjust (i) and a damage unless the nature of the Goods nave been declared by the shipper before shipment and inserted in this shift (i) and extra freight preventies shipping unit shall exceed such advalation and extra freight preventies and used case, if the actual value of the Goods per package or per shipping unit shall received a value date with extra freight preventies be declared declared value. The vords shipped in package, including antices of the such declared value. The vords shipping unit shall mean each physical unit or piece of carego not shipped in a package, including antices of things operative dates and wata reight package. Including antices of things out declared value. The vords shipping unit shall mean each physical unit or piece of carego not shipped in a package, including antices of things operative of the walue shall not except goods bringed in bulk, and the pheretive of the walue shall not except goods bringed in bulk, and the pheretive of the shipped in a package. Including antices of things of the shipping unit shall mean each physical unit or piece of carego not shipped in a package, including antices of things of the shipping unit shall mean each physical unit or piece of carego not shipped in a package. Including antices of things of the shipping unit shall be adjusted proved in calculating height charges.

Where containers, vans, trailers, transportable tanks, flats, palletized units and other such packages are not packed by the Carrier, each indi-vidual such container, vans, railer transportable tank, 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.

respect to each sour plankage.
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 occutory of the parson entitled to delivery thereof under this Bill of Lading or, if the loss or damage be not apparent, within three concective days alter delivery at the port of discharge, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods or packages as described in the 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, misseleivery, delay or in respect of loss, unless will shought within one year after delivery of the Goods or package, unless will shought within one year after delivery of the Goods or package, unless will shought within one year after delivery of the Goods 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 runds she trut we 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 located or landed by been made in advance, and will not, in any case, be located or landed by been made in advance, and will not, in any case, be located or landed by ered to the Carrier unit brought aboard the ship by the shipper and put in the actual possision of and a written recept therefor is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier ducate the ship or proministion of the col large properly the Carrier ducates the ship or proministion of the col large properly shall case. If delivery is not so taken promptly after the ship's arrival at he port of discharge, the goods may be retained aboard or landed or car-ried on, solely at the inst 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 and the Marchant agrees and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

## BILL OF LADING-TERMS AND CONDITIONS