

CLAUSES ON THE REVERSE SIDE OF WHITE LINE BILL OF LADING

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1. DEFINITIONS: "Carriage" means all or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods; "Carrier" means White Line Shipping; notwithstanding this, if the owner of the vessel, Charterer by way of demise or otherwise, or other operator or agent is found to be the Carrier, such Person shall be entitled to the benefit of every defence, exception, limitation, condition and liberty applicable to the Carrier under this bill of lading (including Clauses 28 and 29); "Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are stated in the relevant boxes on the face hereof; "Container" includes any container, trailer, transportable tank or pallet or any similar article used to consolidate goods and any ancillary equipment; "Goods" means the whole or any part of the cargo received from the shipper, including packing and any equipment or Container not supplied by or on behalf of the Carrier; "Hague Rules" means the International Convention for the unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to this bill of lading – it is expressly agreed that nothing in this bill of lading shall be construed as contractually applying said Rules as amended by said Protocol; "Merchant" means the shipper, the consignee, the holder of this bill of lading, the receiver of the Goods or any Person owning or entitled to possession of the Goods or this bill of lading and any Person acting on behalf of any such Person; "Package" includes Containers, vans, vehicles, skids, cradles, pallets or unitised loads, groups or assemblages or pieces of any description, but not Goods shipped in bulk; "Person" includes an individual, association of persons, corporation or other legal entity; "Port of Discharge" means any port where the Goods are discharged from any Vessel (but not necessarily the Vessel named overleaf) after Carriage under this bill of lading; "Port of Loading" means any port where the Goods are loaded on board any Vessel (but not necessarily the Vessel named overleaf) for Carriage under this bill of lading; "Port-to-Port Shipment" arises when the Carriage is not Combined Transport; "SDR" means Special Drawing Right as defined by the International Monetary Fund; "Sub-contractor" includes owners, charterers and operators of any Vessels (other than the Carrier), stevedores, terminal and groupage operators, road, rail and air transport operators, warehousemen, watchmen, carpenters, lashers, ship cleaners, surveyors and any other independent contractors employed by the Carrier performing the Carriage and any direct or indirect subcontractors, servants and agents thereof whether or not in direct contractual privity; "US COGSA" means the United States Carriage of Goods by Sea Act 1936; and "Vessel" means any water borne craft used in the Carriage hereunder which may be a Feeder or an ocean vessel.

2. INCORPORATION OF CARRIER'S APPLICABLE TARIFF: The terms and conditions of the Carrier's applicable tariff ("The Applicable Tariff"), a copy of which is available from the Carrier or his agents upon request, are incorporated herein. In case of inconsistency, the terms of this bill of lading shall prevail over those of the Applicable Tariff, save as regards freight, demurrage or detention on Container sor vehicles and other charges.

3. WARRANTY: By agreeing to the terms and conditions of this bill of lading, the Merchant a) warrants he is, or has the authority of, the Person owning or entitled to possession of the Goods and this bill of lading and b) undertakes to indemnify the Carrier for any losses arising from his failure to procure and maintain such authority.

4. NON-VESSEL OWNING COMMON CARRIER ("NVOCC"): If this bill of lading is accepted by the Merchant acting as a NVOCC who has issued other contracts of carriage in respect of the Goods to third parties, the Merchant hereby a) warrants that all such contracts of carriage i) incorporate the terms and conditions of this bill of lading and ii) also, where necessary, are in accordance with the tariffs filed with the appropriate authority and b) agrees to indemnify the Carrier, his servants, agents and Sub-contractors against any loss arising from breach of such warranty.

5. SUB-CONTRACTING AND INDEMNITY: 5.1 The Carrier may subcontract all or any part of the Carriage on any terms whatsoever without notice to the Merchant. 5.2 The Merchant undertakes that i) no claim or allegation shall be made against a) any Person by whom the Carriage is performed or undertaken (including all servants, agents and Sub-contractors of the Carrier) other than the Carrier whether arising in contract, bailment, tort or otherwise which imposes, or attempts to impose, upon any such Person or any Vessel owned or chartered thereby any liability whatsoever in connection with the Goods or their Carriage whether or not arising out of negligence on the part of such Person or b) the Carrier in respect of the Goods by any Person other than in accordance with the terms and conditions of this bill of lading which imposes, or attempts to impose, upon the Carrier any liability whatsoever in connection with the Goods or their Carriage, whether or not arising out of negligence on the part of the Carrier and ii) if any such claim or allegation is nevertheless made, to indemnify the Carrier against all consequences thereof. 5.3 Without prejudice to the Merchant's indemnity obligations herein, the Vessel and every Sub-contractor of the Carrier of any nature whatsoever shall be entitled to the benefit of every defence, exception, limitation, condition and liberty of whatsoever nature herein contained or otherwise available to the Carrier (including, but not limited to, Clause 28 below) as if such provisions were expressly for his benefit and, in entering into this contract, the Carrier does so on its own behalf and as agent and trustee for such Persons or the Vessel and, for the purposes of this Clause, the Vessel and all Sub-Contractors shall be deemed to be parties to the contract evidenced by this bill of lading. 5.4 The provisions of Clause 5.2, including but not limited to the Merchant's undertakings therein shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.

6. CARRIER'S RESPONSABILITY-PORT TO PORT: 6.1 If the carriage is Port-to-Port, the Carrier's liability for loss, damage or delay to the Goods occurring from and during loading onto any Vessel at the Port of Loading up to and during discharge from that Vessel, or another Vessel into which the Goods have been transhipped, shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this bill of lading or, in any other case, in accordance with the Hague Rules Articles 1-8 inclusive only. 6.2 Unless Clause 30 applies, the Carrier shall be under no liability whatsoever for any loss, damage or delay to the Goods howsoever occurring before loading onto or after discharge from a Vessel. In the event that any applicable law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by Clause 6.1 during such additional compulsory period of responsibility, even though the loss, damage or delay did not occur at sea. 6.3 If Carriage includes carriage to, from or through a port in the United States of America, this bill of lading shall be subject to US COGSA as provided in Clause 29.

6.4 Unless clause 30 applies, if the Goods are discharged at a Port of Discharge other than the Port of Discharge nominated on the face of this bill of lading and forwarded to such nominated Port of Discharge by whatever means, even if Carriage is not by sea, the Hague Rules as referred to in Clause 6.1 shall continue to apply until the Goods are discharged from the conveyance at such nominated Port of Discharge and the Carrier also shall be entitled to the benefit of every right, defence, limitation and liberty in the Hague Rules as applied by Clause 6.1 if any applicable law imposes any liability on the Carrier for any loss, damage or delay to the Goods after such discharge from the conveyance at such nominated Port of Discharge, even though such loss, damage or delay did not occur at sea.

7. CARRIER'S RESPONSIBILITY – COMBINED TRANSPORT: If the Carriage is Combined Transport, the Carrier undertakes to perform and/or procure in his own name performance of the Carriage from the Place of Receipt or Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, and, save as is otherwise provided in this bill of lading, the Carrier shall be liable for loss, damage or delay occurring during the Carriage only to the extent set out below.

7.1 IF THE STAGE OF THE CARRIAGE DURING WHICH THE LOSS, DAMAGE OR DELAY OCCURRED IS NOT KNOWN:

7.1.1 Exclusions: The Carrier shall be relieved of liability for loss, damage or delay arising or resulting from: (i) acts or omissions of the Merchant or Person acting on behalf of the Merchant; (ii) compliance with the directions of any Person or authority entitled to give them; (iii) insufficiency of or defective condition of packing or marking of the Goods; (iv) inherent vice of the Goods; (v) handling, loading, stowage, or unloading of Goods by or on behalf of the Merchant (see Clause 9); (vi) strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general; (vii) nuclear incident; (viii) war, whether actual or threatened, hostilities, warlike operations, civil war, riots, terrorist activity, civil commotion or revolution, blockade by any Government, sabotage or piracy; (ix) any cause or event which the Carrier could not avoid and the consequences of which he could not prevent by the exercise of reasonable diligence; or (x) any act or omission of the Carrier the consequences of which he could not reasonably have foreseen.

7.1.2 Burden of Proof: The burden of proving that such loss, damage or delay was due to one or more of the causes or events listed in Clause 7.1.1 rests with the Carrier, save that, if the Carrier establishes such loss, damage or delay could be attributed to one or more of the clauses or events listed in Clause 7.1.1 (ii) to (vii) inclusive, it shall be presumed that it was so caused, although the Merchant shall nevertheless be entitled to prove that such loss, damage or delay was not, in fact, caused either wholly or partly by one or more of such causes or events.

7.1.3 Limitation: Except as provided in Clauses 8.2.1, 8.2.2 and 29(3), total compensation in respect of loss or damage if Clause 7.1 applies shall be limited to, and shall in no circumstance exceed, 2 SDRs per kilo of the gross weight of the Goods lost or damaged. Limitation of liability for delay shall be as provided in the applicable international convention or national law, in the absence of which the Carrier accepts no liability whatsoever for delay, howsoever caused (see Clause 8.4).

7.2 IF THE STAGE OF THE CARRIAGE DURING WHICH THE LOSS, DAMAGE OR DELAY OCCURRED IS KNOWN:

Notwithstanding the provisions of Clause 7.1 and subject to Clause 16, if it is known during which stage of the Carriage the loss, damage or delay occurred, the liability of the Carrier in respect of such loss, damage or delay shall be determined:

7.2.1 By the provisions of any international convention or national law, which provisions (i) cannot be departed from by private contract to the detriment of the Merchant and (ii) would have applied by force of law if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the Carriage during which the loss, damage or delay occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable; or

7.2.2 If no international convention or national law would apply by virtue of 7.2.1 above if the loss, damage or delay is known to have occurred at sea or on inland waterways, the liability of the Carrier shall be determined in accordance with the Hague Rules Articles 1-8 inclusive only in which case reference therein to carriage by sea shall be deemed to include carriage by inland waterways; or

7.2.3 By clause 7.1 where neither Clauses 7.2.1 nor 7.2.2 above apply.

7.3 Subject to Clauses 6 and 30, the Carrier shall be under no liability whatsoever for loss, damage or delay to the Goods, howsoever occurring, if such loss, damage or delay arises (i) prior to loading on a Vessel and the Place of Receipt is not named on the face hereof and/or (ii) subsequent to discharge from a Vessel and the Place of Delivery is not named on the face hereof.

8. ADDITIONAL PROVISIONS RELATING TO CARRIER LIABILITY:

8.1 BASIS OF COMPENSATION:

Unless Clause 30 applies, if the Carrier is liable for loss, damage or delay to the Goods, compensation shall be calculated, subject always to the Carrier's right to limit liability as provided in this bill of lading, by reference to the value of the Goods at the place and time of delivery to the Merchant or the place and time they should have been delivered and, for the purposes of determining such compensation, the sound value of the Goods is agreed to be the FOB/FCA invoice value plus freight and insurance if paid.

8.2 LIMITATION AND AD VALOREM:

8.2.1 Where the Hague Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law, the liability of the Carrier shall in no event exceed 100 pounds sterling per package or unit unless, with the consent of the Carrier, the value of the Goods is declared in

writing by the shipper before freight, if required, has been paid in which case the declared value shall be substituted for the limits of liability set out in this bill of lading and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

8.2.2 Where US COGSA applies, neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding USD 500 per Package or customary freight unit (in accordance with section 1304(5) thereof) unless the nature and value of the Goods has been declared by the shipper before shipment and inserted in box 17 on the face hereof as provided in Clause 29.3 of this bill of lading in which case the declared value shall be substituted for the limits of liability set out in this bill of lading and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

8.2.3 In all other cases compensation shall not exceed the limitation of liability of 2 SDRs per kilo of the gross weight of the Goods lost, damaged or delayed as provided in Clause 7.1.3.

8.2.4 The Merchant agrees and acknowledges that the Carrier has no knowledge of the actual value of the Goods, whether their value is declared or not, and shall not be liable to the Merchant or any Person should the declared value be incorrect and the shipper agrees to indemnify the Carrier against all loss, damaged, fines and expenses arising from any misdeclaration of the value of the Goods.

9.3 NOTICE OF LOSS AND TIME BAR: Unless Clause 30 applies and/or subject to any contrary provision in this bill of lading:

8.3.1 Unless notice of loss or damage to the Goods and the general nature of it is given in writing to the Carrier or his agent at the Port of Discharge or Place of Delivery, whichever is applicable, before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this bill of lading or, if the loss or damage is not apparent, within three consecutive days from the date of delivery, the Goods shall be deemed prima face to have been delivered as described in this bill of lading.

8.3.2 The Carrier shall be discharged of all liability whatsoever in relation to the Goods unless suit is brought and written notice thereof given to the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered, which in case of total loss of the Goods shall, in the absence of contrary evidence, be two months after the Goods were received for Carriage.

8.4 DELAY

8.4.1 Unless Clause 30 applies, the Carrier does not undertake that the Goods or any documents relating thereto will arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or Place of Delivery at or by any particular date or time or to meet any particular requirement of any licence, permission, sale contract or credit of the Merchant or any market or use of the Goods and the Carrier shall under no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage caused by delay.

8.4.2 Notwithstanding Clause 8.4.1, should the Carrier be found to be liable for delay howsoever arising, the Carrier shall be entitled to any defence, liberty, limitation or exception available to the Carrier (i) under this bill of lading as if the Goods had been damaged or lost and/or (ii) under any compulsorily applicable international convention or national law and the Carrier's liability shall in no event exceed the Freight paid for the Carriage.

8.4.3 Save as otherwise provided in this bill of lading, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage or loss of profits and the rights, defences, liberties and limits of liability provided for in this bill of lading shall apply in any action against the Carrier for loss, damage or delay howsoever occurring and whether it be founded in contract or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence, or fundamental breach of contract.

9. CONTAINERS: 9.1 The Carrier, his servants and agents may pack, fill or stuff Goods of any description into or on any Container (including, but not limited to flats and open topped containers) and/or consolidate the Goods with any other goods in Containers at the discretion of the Carrier and without notice to the Merchant in both cases. 9.2 Where Containers owned or leased by the Carrier are unpacked, or unstuffed at the Merchant's premises, the Merchant is responsible for returning the empty Containers with interiors brushed and clean to the Port or Place of Discharge or to the point or place designated by the Carrier and within the time prescribed by the Carrier. Should a Container not be returned within the prescribed time the Merchant shall be liable for any demurrage, loss or expenses arising from such non-return. 9.3 The shipper shall inspect Containers before packing, filling or stuffing and use of a Container is prima face evidence of its receipt by the shipper in apparent good order and condition. 9.4 If a Container has not been packed, filled stuffed or stowed by or on behalf of the Carrier, the Carrier shall not be liable for and the Merchant shall indemnify and hold the Carrier harmless against any claims, losses, fines, damages, liabilities or expenses, together with any costs incurred in respect thereof, caused by (i) the manner of packing, stuffing, filling or stowing of the Container; (ii) unsuitability of the Goods for carriage in the Container; (iii) unsuitability or defective condition of the Container or incorrect setting of any temperatura, ventilation or other special controls thereof provided that, if the Container was supplied by or on behalf of the Carrier, such unsuitability, defective condition or incorrect setting would have been apparent upon reasonable inspection by the Merchant at or prior to the packing, filling or stuffing of the Container, notwithstanding that such unsuitability, defective condition or incorrect setting may have been caused by the Carrier; (iv) packing, filling or stuffing Goods intended to be temperatura controlled at the incorrect temperatura; or (v) the Container not having been sealed at the commencement of its Carriage in strict compliance with all international conventions and national laws applicable at any stage of the Carriage, except where the Carrier has agreed to seal the Container. 9.5 If a Container is delivered by the Carrier with its shipper affixed seals intact, the Carrier shall not be liable to the Merchant or other Person for any shortage of Goods discovered upon delivery and the Merchant agrees to indemnify the Carrier against any such claim and any costs incurred in respect thereof. 9.6 The Merchant shall indemnify the Carrier against all claims, losses, damages, fines, penalties, liabilities or expenses whatsoever and howsoever arising or resulting from any matter set out in Clauses 9.1 to 9.3 inclusive and, without prejudice to the generality of the foregoing. Containers are the joint and several responsibility of the shipper, consignee and receiver of the Goods whose obligation to indemnify the Carrier is joint and several.

10. INSPECTION OF GOODS: 10.1 The Carrier or any Person to whom the Carrier has sub-contracted the Carriage or any Person authorised by the Carrier may open, unpack or scan any Container, package or unit at any time and inspect, examine, weigh or measure the Goods or weigh the Container and repack the Goods without notice to the Merchant. 10.2 If by order of the authorities at

any place, a Container, package or unit has to be opened and the Container, the Goods therein or any part thereof has to be inspected, scanned, examined or tested in any other manner whatsoever, the Carrier will not be liable for any loss, damage or delay incurred as a consequence⁴ thereof or the repacking of the Goods. 10.3 The Carrier shall be entitled to recover the cost of any opening, unpacking, scanning, inspection, weighing, measuring and repackaging under Clause 10 from the Merchant.

11. CARRIAGE AFFECTED BY CONDITION OF GOODS: 11.1 If it appears at any time that, due to their condition, the Goods or any part thereof cannot safely or properly be carried or carried further, either at all, or without incurring any additional expense and/or taking any measures in relation to the Container or the Goods or any part thereof, the Carrier may without notice to and at the sole risk and expense of the Merchant (but as his agent only) incur any reasonable additional expenses and/or take any measures to carry or to continue the Carriage of the Goods and/or abandon the Carriage thereof and store the Goods ashore or afloat, under cover or in the open, at any place, whichever the Carrier, in his absolute discretion, considers most appropriate and/or sell or dispose of the Goods, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery to the Merchant under this bill of lading and the Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. 11.2 Upon any sale of the Goods under Clause 11.1 above, the Carrier shall act as the Merchant's agent and shall account for any monies after deducting any sums due from the Merchant to the Carrier under the terms of this bill of lading. 11.3 The Carrier in exercising the liberties contained in Clause 11 shall not be obliged to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under Clause 11.

12. DESCRIPTION OF GOODS: 12.1 This bill of lading shall be prima facie evidence of the receipt of the Goods by the Carrier from the shipper in apparent external good order and condition, except as otherwise noted, of the total number of Containers or other packages or units specified on the face thereof. Notwithstanding the foregoing, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, such information having been supplied by the shipper and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars. 12.2 If any particulars of any letter of credit, import licence, sale contract, invoice or order number or details of any contract to which the Carrier is not a party are shown on this bill of lading, such particulars are included solely at the request, and for the convenience, of the Merchant who agrees i) that the inclusion of any such particulars herein shall not a) be regarded as a declaration of value or b) increase the Carrier's liability under this bill of lading and ii) to fully indemnify the Carrier for all consequences of any such particulars being included herein.

13. MERCHANT'S RESPONSIBILITY: 13.1 The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage and in compliance with all applicable laws, regulations and requirements and agrees to indemnify the Carrier for any loss, damage, liability, or expense the Carrier may suffer as a consequence of insufficient packing. 13.2 The shipper warrants that i) the particulars relating to the Goods set out in this bill of lading have been checked by, or on behalf of, the shipper on receipt of this bill of lading and that such particulars, and any other particulars furnished by, or on behalf of, the shipper are adequate, correct and complete; ii) that the Goods are lawful and contain no contraband, drugs, narcotics or other illegal substances or stowaways (the law of any place where the Goods are determined to be unlawful or contraband shall be conclusive for the purposes of this Clause), and iii) that Containers, if not supplied by or on behalf of the Carrier, meet all ISO and/or other applicable national or international safety standards and are fit in all respects for the Carriage of the Goods. 13.3 The Merchant shall indemnify the Carrier against all claims, losses, damages, fines, penalties and expenses arising or resulting from the shipper's breach of any of the warranties in Clause 13.2 or from any other cause in connection with the Goods for which the Carrier is not responsible including, but not limited to, the inclusion of the particulars of the Goods furnished by the shipper in any manifest, customs declaration or any other declaration of any nature whatsoever to the Carrier, his servants or agents in reliance upon the adequacy, correctness and completeness of said particulars. 13.4 All the Persons included in the definition of the Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the full fulfilment of all obligations undertaken by the Merchant in this bill of lading and shall remain so liable throughout the Carriage notwithstanding having transferred this bill of lading and/or title of the Goods to any third party. Such liability shall include, but not be limited to, court costs, expenses and reasonable attorneys fees incurred in collecting charges and sums due to the Carrier.

14. FREIGHT: 14.1 Freight and all other charges payable to the Carrier under this bill of lading and or the Applicable Tariff are deemed fully earned on receipt of the Goods or any part thereof by the Carrier and shall be paid in full without any deduction, set-off, counterclaim or stay of execution before delivery of the Goods and shall be non-returnable in any event. 14.2 The Merchant's attention is drawn to the stipulations concerning currency in which freight and all other charges are to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to freight and all other charges in the Applicable Tariff. 14.3 Freight has been calculated basis the particulars furnished by, or on behalf of, the shipper and if these particulars are incorrect, the Merchant shall pay the Carrier a sum equal to either i) five times the difference between the correct freight and the freight charged or ii) double the correct freight less the freight charged, whichever sum is the smaller as liquidated damages. 14.4 Freight has been calculated basis the Carrier's costs as known at the time the contract of Carriage is made, although the Carrier is entitled to additional freight and/or charges of any nature whatsoever from the Merchant (whether or not Freight is prepaid or collected at destination and whether or not the carriage has commenced) if such costs change substantially thereafter. 14.5 The shipper, consignee and any other Person defined as the Merchant in this bill of lading shall be jointly and severally liable for the payment of all freight, charges, demurrage, detention, dead freight and any other amounts due to the Carrier, together with all court costs, expenses and reasonable attorneys fees incurred in collecting same. 14.6 The Merchant is responsible for ensuring that all payments to the Carrier are actually received by the Carrier. Any Person providing forwarding services in relation to the Goods shall be deemed to be the agent of the Merchant for all purposes and any payment of any sums due to the Carrier by the Merchant to any such Person shall not constitute payment to the Carrier unless and until such sums are actually received by the Carrier.

15. LIEN: 15.1 The Carrier, his servants and agents shall have a lien on the Goods and any documents relating thereto, which shall survive delivery, for all sums due or payable to the Carrier under this bill of lading and/or the Applicable Tariff and/or under any other contract with the Merchant and/or on account of the Goods or the Carriage, storage or handling of the Goods, including but not limited to, freight, other charges, demurrage, detention, deadfreight and general average contributions to whomsoever due and/or on account of any fines or penalties levied against the Carrier by reason of any acts or omissions for which the Merchant is responsible, and or for the cost of recovering the same, including storage and other costs. 15.2 For the purpose of the lien under Clause 15.1, the Carrier shall be at liberty to store the Goods at the expense and risk of the Merchant and shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant, accounting to the Merchant for any surplus monies recovered after deducting any sums due from the Merchant.

16. OPTIONAL STORAGE, LIBERTY TO STOW ON DECK AND LIVESTOCK: 16.1 Save where the same has compulsory application, nothing herein shall be construed as an agreement that section 1(7) of the United Kingdom Carriage of Goods by Sea Act 1924 shall apply to the contract evidenced by this bill of lading or that the Hague Rules or the Hague Rules as amended by the Brussels Protocol of 1968 shall apply to this contract where the Goods carried consist of livestock or Goods which are stated on the face of this bill of lading to be and are carried on deck. Such goods and livestock, whether the latter are carried on deck or underdeck, are carried without responsibility on the part of the Carrier, his servants, agents and Sub-contractors for any loss, damage or delay of whatsoever nature arising during carriage by sea, whether caused by unseaworthiness or negligence or any other cause whatsoever. 16.2 Goods whether or not packed in Containers (whether by the Carrier or the Merchant) may be carried on deck or underdeck at the sole discretion of the Carrier without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or underdeck shall participate in general average and where not stated on the face of this bill of lading to be carried on deck, shall be deemed to be within the definition of goods for the purposes of the Hague Rules or US COGSA (as applicable) and shall be carried subject to same. 16.3 If, notwithstanding the above, the Carrier shall be found liable in respect of Goods carried on deck for amounts in excess of the limits of liability which are applicable in respect of goods under the Hague Rules or US COGSA (as applicable) if same were not carried on deck, the Merchant shall be conclusively treated as being on notice of the shipment on deck and shall indemnify the Carrier for any excess liability. 16.4 The Carrier is authorised by the Merchant, without any liability on the part of the Carrier, to restrain, destroy and throw overboard any live animal the master in his sole discretion considers likely to be injurious to any other live animal, person, goods or property on board or to cause the Vessel to be delayed or impeded in the prosecution of its voyage. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the carriage of any live animal.

17. METHODS AND ROUTES OF TRANSPORTATION AND TRANSHIPMENT: 17.1 The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) transfer the Goods from one conveyance to another including, but not limited to, transshipping or carrying them on another Vessel than that named on the face of this bill of lading or by any other means of transportation whatsoever (any references to Feeder and ocean Vessel on this bill of lading are merely statements as to the Vessels intended by the Carrier to be used at the date of the issue of this bill of lading and do not form part of the contract evidenced by this bill of lading, the Carrier always being at liberty to substitute other Vessels and methods of conveyance for those referred to on the face of this bill of lading; (c) unpack and remove Goods which have been packed into a Container and forward them in a Container or otherwise; (d) use or proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) at any speed, and use or proceed to or stay at any place or port whatsoever, once or more often and in any order; (e) load or unload the Goods at any place or port (whether or not any such port is named on the face of this bill of lading as the Port of Loading or Port of Discharge) and store the Goods at any such port or place; (f) comply with the orders, directions or recommendations given by any government or authority or Person or body acting or purporting to act as or on behalf of any government or authority or having under the terms of the insurance of the conveyance employed by the Carrier the right to give orders or directions; or (g) permit the Vessel to proceed with or without pilots, to tow or to be towed, or to be dry-docked with or without Goods and/or Containers on board. 17.2 The liberties set out above in Clause 17.1 may be invoked by the Carrier for any purpose, whether or not connected with the Carriage of the Goods, including, but not limited to, loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up and landing any persons including, but not limited to, persons involved in the operation or maintenance of the Vessel and assisting vessels in all situations. Anything done in accordance with the matters set out in Clause 17.1 or any delay arising therefrom shall be deemed a) to be within the contractual Carriage to which this bill of lading relates and b) not to be a deviation. 17.3 Unless the Merchant specifically requests a specialised Container in writing it is agreed that the Merchant accepts that the Carriage may be properly undertaken in a general purpose Container carried on or under deck at the Carrier's sole discretion.

18. MATTERS AFFECTING PERFORMANCE: 18.1 If the Carrier considers at any time that the Carriage or continuance thereof may subject the Vessel or other form of transport or other goods on board the Vessel or other form of transport to any hindrance, risk, danger, delay, difficulty or disadvantage of any kind (other than the inability of the Goods, due to their condition, safely or properly to be carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the Carriage is commenced) at his sole discretion may, without notice to the Merchant, treat the performance of the contract of Carriage as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease and the Goods shall be deemed to have been delivered to and at the risk and expense of the Merchant. The Carrier shall nevertheless be entitled to full freight on the Goods received for Carriage and all charges due under this bill of lading and/or the Applicable tariff and the Merchant shall pay any additional costs of carriage to and

storage at such place or port. 18.2 Without prejudice to the terms of Clause 18.1, the Carrier is at liberty, but under no obligation, to carry the Goods by an alternative route to the intended route, or that which is usual for Goods consigned to the Port of Discharge or Place of Delivery, and/or suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this bill of lading and endeavour to forward them by some other means as soon as possible, but the Carrier makes no representations as to the maximum period of such suspension of Carriage. In either event, the Carrier shall be entitled to recover additional freight and/or charges from the Merchant pursuant to Clause 14.4 notwithstanding the provisions of Clause 17 above.

19. DANGEROUS GOODS: 19.1 The Merchant undertakes i) not to tender for transportation any Goods which are or may become of a dangerous, noxious, explosive, inflammable, radio-active, infested, explosive or damaging nature without previously giving notice of their nature in writing to the Carrier and obtaining his consent and distinctly marking the Goods and the outside of the Container or other covering so as to a) indicate the nature and carácter of any such Goods and b) comply with any applicable laws, regulations or requirements and ii) that such Goods are packed in a manner a) adequate to withstand the risks of Carriage and b) in compliance with all laws, regulations or requirements which may be applicable during the Carriage. 19.2 Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all loss, damage, or expenses arising whether caused to the Vessel or other cargo aboard in consequence of the Carriage of the Goods. 19.3 Notwithstanding the Merchant's compliance with Clause 19.1 if, in the opinion of the Carrier, the Goods are or are liable to become at any time dangerous, noxious, explosive, inflammable, infested, radio-active, or damaging, the Goods may at any time or place be unloaded, abandoned, destroyed, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight and/or charges under this bill of lading and/or the Applicable Tariff and the Carrier shall be under no liability to make any general average contribution and the costs of unloading, destroying, and rendering harmless shall be for the account of the Merchant who agrees to fully indemnify the Carrier for any and all of these costs.

20. PERISHABLE CARGO: 20.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special protection, services or other measures unless it is noted on the face of this bill of lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specifically equipped Container or are to receive special attention in any way and the Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised attention without giving prior written notice of their nature and the required temperature or other setting of the thermostatic, ventilation or other special controls to the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss or damage to the Goods howsoever arising. 20.2 The Merchant should note that refrigerated Containers are not designed: (a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo being presented at a higher temperature than that required for its Carriage or (b) to monitor and control humidity levels, albeit a selting facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container. 20.3 The terms "apparent external good order and condition" when used in the bill of lading with reference to Goods requiring refrigeration, ventilation or other specialised attention does not mean that the Goods, when received were verified by the Carrier as being at the carrying temperature, humidity level or other conditions designated by the Merchant. 20.4 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, derangement, breakdown, defrosting, stoppage of the refrigerating, ventilating or other specialised machinery, plant, insulation or apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage have exercised due diligence to maintain any Container supplied by the Carrier in an efficient state.

21. REGULATIONS RELATING TO GOODS: 21.1 The Merchant shall comply with all rules, laws, regulations or requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason thereof and/or by reason of any illegal, incorrect or insufficient description, marking, numbering, addressing of the Goods or sealing of Containers (where same are packed by the shipper) and shall indemnify the Carrier in respect thereof. 21.2 If the Carrier is obliged, whether pursuant to law, custom or practice, to hand over the Goods or any part thereof into the custody of any customs, port or other authority, such hand over shall constitute due delivery of the Goods or any part thereof to the Merchant under this bill of lading.

22. NOTIFICATION AND DELIVERY: 22.1 Any mention herein of parties to be notified of the arrival of the Goods is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability or relieve the Merchant of any obligation hereunder. 22.2 The Merchant shall take delivery of the Goods within the time provided in the Applicable Tariff. If the Merchant fails to do so, the Carrier may with or without notice, but subject to its lien, unpack the Goods or part thereof if packed in Containers and store the Goods or part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery to the Merchant and thereupon all liability whatsoever of the Carrier with respect to the Goods or part thereof shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or Sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier. 22.3 If the Merchant fails to take delivery of the Goods or part thereof within 30 days of delivery becoming due under Clause 22.2 or if, in the opinion of the carrier, the Goods are likely to deteriorate, decay, become worthless or incur charges, whether for storage or otherwise, in excess of their value, the Carrier may (without prejudice to any other of his rights) without notice and without any responsibility whatsoever sell, destroy or dispose of the Goods and apply any proceeds of sale in reduction of any amount due to the Carrier from the Merchant.

23. MULTIPLE BILLS OF LADING: 23.1 Goods will only be delivered in a Container to the Merchant if all bills of lading in respect of the contents thereof have been surrendered authorising delivery to a single Merchant at a single Place of Delivery, failing which the Carrier may unpack the Container and deliver those Goods for which bills of lading have been surrendered by the Merchant on a LCL basis. Such delivery shall constitute due delivery hereunder, but will only be effected against payment by the Merchant of any charges

appropriate to LCL goods as fixed in the Applicable Tariff and the actual costs incurred for any additional services rendered. 23.2 If this is an FCL multiple bill of lading (as evidenced by the qualification of the tally acknowledged overleaf to the effect that it is "One of ... part cargoes in the Container) the Goods detailed overleaf are said to comprise part of the contents of the Container indicated. If the Carrier is required to deliver the Goods to more than one Merchant and if all or part of the total Goods within the Container consists of bulk nor unappropriated Goods or is or becomes mixed or unmarked or unidentifiable, the holders of the bills of lading relating to the Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportion as the Carrier shall in his absolute discretion determine and such delivery shall constitute due delivery.

24. BOTH-TO-BLAME CLAUSE: The Both-To-Blame Collision Clause published by the Baltic and International Maritime Council (BIMCO), a copy of which is available from the Carrier or his Agents upon request, is hereby incorporated into this bill of lading.

25. GENERAL AVERAGE AND SALVAGE: 25.1 In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods and the Merchant shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. 25.2 General average on a Vessel operated by the Carrier shall be adjusted at any port or place and in any currency at the option of the Carrier and by an average adjuster appointed by the Carrier in accordance with the York-Antwerp Rules 1994 with the test of reasonableness in the Rule Paramount being made on the basis of what was known at the time of the general average act and not subsequently with the benefit of hindsight. Any general average on a Vessel not operated by the Carrier (whether a seagoing or inland waterways Vessel) shall be adjusted according to the requirements of the operator of that Vessel. In either case, the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier so requires. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier may require within three months of the delivery of the Goods whether or not the Merchant had notice of the Carrier's lien at the time of delivery. The Carrier shall be under no obligation to exercise any lien for general average contributions due to the Merchant. 25.3 General average expenses shall include the costs of loading, stowing, handling, storing and discharging containers and/or cargo consequent upon a general average event. 25.4 All expenses in connection with a general average or salvage act to avoid or minimize damage to the environment shall always be considered general average expenses. 25.5 Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment of disbursements and on the date of completion of discharge of the vessel for allowances, contributory values, etc. 25.6 In the event that the master, in his sole discretion or in consultation with the owners considers that salvage services are needed, the Merchant agrees that the master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to settle salvage remuneration without any prior consultation with the Merchant in both cases. 25.7 If the Merchant contests payment of contribution to general average, salvage charges and/or special charges to Goods or any grounds whatsoever or fails to make payment of contribution within three months of the issue of the adjustment thereof, whether or not prior security has been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two per cent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due. 25.8 If a salving vessel is owned or operated by the Carrier, salvage shall be paid as fully as if the salving vessel belonged to strangers.

26. LIMITATION OF LIABILITY: It is hereby agreed by the Merchant that the Carrier qualifies and shall be regarded as a Person entitled to limit liability under the relevant Convention on the Limitation of Liability for Maritime Claims, notwithstanding that the Carrier may have procured space on board the Vessel concerned by means of a Slot Charterparty, bill of lading or some other contact of carriage. Except to the extent that mandatory law to the contrary applies in the appropriate jurisdiction (in which case such law shall apply) the size of the fund to which the Carrier may limit liability shall be identical to that proportion of the limitation fund by which the actual carrier is entitled to limit which is (or would be) available to the Carrier's claims against the actual carrier.

27. VARIATION: No servant or agent of the Carrier shall have the power to waive or vary the terms and conditions of this bill of lading unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

28. LAW AND JURISDICTION: Unless Clause 29 or 30 applies, any claim or dispute arising under this bill of lading shall be determined in England or United Arab Emirates at the option of the Carrier, in both cases according to the laws of England, to the exclusion of the jurisdiction of the Courts of any other country.

29. U.S.A CLAUSE PARAMOUNT:

29.1 If Carriage includes Carriage to, from or through a port in the United States of America, this bill of lading shall be subject to US COGSA, the terms of which are incorporated herein and shall be paramount throughout the carriage by sea and the entire time that the Goods are in the actual custody of the Carrier or any Sub-contractor at the sea terminal in the United States of America before loading onto the Vessel or after discharge therefrom, as the case may be.

29.2 The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay to the Goods or non-delivery or misdelivery howsoever caused while the Goods are in the United States of America away from the sea terminal and are not in the actual custody of the Carrier. At these times, the Carrier acts as agent only for and on behalf of the Merchant to procure Carriage of the Goods by Persons (one or more) under the usual terms and conditions of those Persons, If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods or non-delivery or misdelivery thereof shall be determined in accordance with Clause 7 of this bill of lading.

29.3 If US COGSA applies, neither the Carrier nor the Vessel shall in any event be or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding USD500 per package lawful money of the United States, or in case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods has been declared by the shipper before shipment and inserted in Box 17 on the hereof in which case the declared value shall be substituted for the limits of liability set out in this bill of lading and any partial loss or damage shall be adjusted pro-rata on the basis of such declared value. In no event shall the Carrier be liable for more than the amount of damage actually sustained. Neither the Carrier nor the Vessel shall be responsible in any event for loss or damage to or in connection with the transportation of Goods if the nature or value thereof has been knowingly and fraudulently misstated by the shipper in this bill of lading (see also Clause 8.2.2)

29.4 Notwithstanding the provisions of Clause 28, if Carriage includes Carriage to, from or through a port in the United States of America, the Merchant shall refer any claim or dispute to the United States District Court for the Southern District of New York to the exclusion of the jurisdiction of the courts of any other country for determination in accordance with the laws of the United States of America.

30. VALIDITY AND SEVERANCE: If anything contained herein is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency, but no further, be null and void.

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