

1. (Definition)

The following words both on the face and back hereof have the meanings hereby assigned:

- (a) "Carrier" means Nippon Express Co., Ltd. (NITTTSU).
- (b) "Merchant" includes the shipper, consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading.
- (c) "Container" includes any container (including any open top, flat rack or platform container), pallet or any similar article of transport used to consolidate Goods.
- (d) "Goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into Container(s) supplied or furnished by or on behalf of the Merchant, includes the Container(s) as well.
- (e) "Vessel" includes vessel, ship, craft, lighter or other means of transport which is or shall be substituted, in whole or in part, for the vessel named on the face hereof.

2. (Applicability)

Notwithstanding the heading "Combined Transport Bill of Lading", the provisions set out and referred to in this Bill of Lading shall also apply when the transport is performed by one mode of transport.

3. (Clause Paramount)

As far as this Bill of Lading covers the carriage of the Goods by water, this Bill of Lading shall have effect subject to the provisions of the International Carriage of Goods by Sea Act of Japan, as amended June 3, 1992 (Law No.69, 1992) (hereinafter called Japan COGSA), unless it is adjudged that any other legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bill of Lading signed at Brussels on August 25, 1924 (hereinafter called the Hague Rules Legislation) or to these rules as amended by the Protocol signed at Brussels on February 23, 1968 or by the Protocol signed at Brussels on December 21, 1979 (hereinafter called the Hague Visby Rules Legislation) compulsorily applies to this Bill of Lading, in which case it shall have effect subject to the provisions of such legislation, and Japanese COGSA or the said legislation shall be deemed to be incorporated herein.

If any provision of this Bill of Lading is held to be repugnant to any extent to Japanese COGSA or the Hague Rules Legislation or the Hague Visby Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Bill of

Lading, such provision shall be null and void to such extent but no further.

4. (Governing Law and Jurisdiction)

The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law, except as may be otherwise provided for herein, and any and all actions thereunder shall be exclusively brought before the Tokyo District Court in Japan, whether the action be found in contract, in tort or otherwise.

5. (Negotiability and Title to the Goods)

- (1) By accepting this Bill of Lading, the Merchant and its transferees agree with the Carrier that, unless the face thereof is marked "non-negotiable", it shall be deemed to constitute the title to the Goods and the holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the Goods herein mentioned.
- (2) This Bill of Lading shall be prima facie evidence of taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred to a third party acting in good faith.

6. (Sub-Contracting: Exemptions, Immunities and Limitations of Servants, Agents and Sub-contractors)

- (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.
- (2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and sub-contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit: and, in entering into this contract, the Carrier, to the extent of those provisions, does so not only on its own behalf, but also as agent and trustee for such servants, agents and sub-contractors.

- (3) The expression "sub-contractor" in this Bill of Lading shall include a sea and any other carrier, stevedore, terminal operator and any independent contractor and their respective servants or agents who perform(s) the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

7. (Responsibility)

- (1) The Carrier shall be responsible for loss of or damage to the Goods occurring between the time when the Goods are received by the Carrier at the Place of Receipt or Port of Loading and the time of delivery by the Carrier at the Place of Delivery or Port of Discharge.
- (2) The Carrier shall, however, be relieved from liability if the loss or damage has been caused by
 - (a) The wrongful act or neglect of the Merchant or any person acting on behalf of the Merchant.
 - (b) The inherent defect, quality or vice of the Goods.
 - (c) The lack of or insufficiency of or the defective condition of packing of the Goods.
 - (d) Compliance with the instructions of the Merchant or any person acting on behalf of the Merchant or the person entitled to give them.
 - (e) Handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant.
 - (f) Insufficiency or inadequacy of marks or numbers on the Goods, coverings, cases or Containers.
 - (g) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.
 - (h) Latent defect in any vessel, vehicle, conveyance, Container, or other cargo-carrying equipment or storage facilities whatsoever, not discoverable by due diligence.
 - (i) Any cause or event which the carrier could not avoid and consequence whereof the carrier could not prevent by the exercise of reasonable diligence.
- (3) If it can be proved where the loss or damage occurred, the liability of the Carrier shall be determined by the following:
 - (i) with respect to loss or damage occurring during the period of carriage by sea or inland waterways, to the extent prescribed by Japan COGSA, the applicable Hague Rules

Legislation or the applicable Hague Visby Rules Legislation, as the case may be, as provided for in Article 3 hereof.

- (ii) with respect to loss or damage occurring during the period of carriage by air, to the extent prescribed in the Convention for the Unification of Certain Rules relating to International Carriage by Air (the Warsaw Convention) dated October 12, 1929, the Warsaw Convention as amended by the Hague Protocol, dated September 28, 1955, the Warsaw Convention as amended by Montreal Protocol No.4, dated September 25, 1975 or the Convention for the Unification of Certain Rules relating to International Carriage by Air (the Montreal Convention) dated May 28, 1999, whichever is applicable to the state of carriage. If none of the said conventions is mandatorily applicable to the state of international air carriage, the Montreal Convention shall be applicable.
- (iii) Save as covered by (i) and (ii) above, the liability of the Carrier for the loss of or damage to the Goods will be as provided for in this Bill of Lading .
- (4) If it can be proved that the loss of or the damage to the Goods occurred between the time when the Goods are received by the Carrier at the Place of Receipt or Port of Loading and the time of delivery by the Carrier at the Place of Delivery or Port of Discharge but it cannot be proved that the stage of the carriage where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of Carriage by sea and the Carrier shall be liable to the extent prescribed by Japan COGSA, the applicable Hague Rules Legislation or the applicable Hague Visby Rules Legislation, as the case may be, as provided for in Article 3 hereof.
- (5) The column "Final Destination" on the face hereof is solely for the purpose of the Merchant's reference and the Carrier' s responsibility in respect to the Goods shall cease in all cases at the time of delivery of the Goods at the Port of Discharge or Place of Delivery.

8. (Defences and Limits for Carrier)

The defences and limits of liability provided for in this Bill of Lading shall apply in any and

all actions against the Carrier for loss of or damage to the Goods, whether the action be founded in contract, in tort or otherwise.

9. (Delay, Consequential Loss)

- (1) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances be liable for any direct, indirect or consequential loss or damage caused by delay.
- (2) Save as otherwise provided for herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage arising from any other cause.
- (3) Without prejudice to the foregoing, if the Carrier is found liable for delay by the court, the Carrier's liability shall be in no event exceed to the freight applicable to the relevant stage of the Carriage.

10. (Limitation of Liability)

- (1) All Claims for which the Carrier may be liable shall be adjusted and settled on the basis of the Merchant's net invoice cost plus freight and insurance premium, if paid.
- (2) The Carrier shall in no event be or become liable for any loss of or damage to the Goods in amount exceeding the equivalent of 666.67 SDR (the Special Drawing Right as defined by the International Monetary Fund) per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged (excluding weight of Container), whichever is the higher, unless the nature and value of the Goods have been declared by the Merchant before delivery to the Carrier and inserted in this Bill of Lading and extra freight has been paid as required. This declaration, if embodied in this Bill of Lading, shall be prima facie evidence, but shall not be conclusive on the Carrier.
- (3) The Units of Account mentioned above shall be determined on the basis of the final figures published on a date on which the Carrier shall compensate for damage to the Goods.

11. (Unknown Clause)

Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, nature, kind, value and any other particulars of the Goods is as furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The

Merchant warrants to the Carrier that the particulars furnished by him are correct and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

12. (Methods and Routes of Carriage)

- (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 transshipping or carrying the same on another vessel than that named on the face hereof;
 - (c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;
 - (d) load and unload the Goods at any place or port (whether or not being the port named as the Port of Loading or Port of Discharge on the face hereof) and store the Goods at any such place or port; or
 - (e) comply with any orders, directions or recommendations given by any government or authority, or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.
- (2) The liberties set out in the preceding paragraph may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with the preceding paragraph or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

13. (Deck Cargo)

- (1) The Carrier has the right to carry the Goods in Container(s) under deck or on deck.
- (2) When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of "on deck stowage" on the face hereof, any custom to the contrary notwithstanding, and the Goods so carried shall be subject to the applicable Hague Rules Legislation or the Hague Visby Rules Legislation, as provided for in Article 3 hereof, and shall be deemed to be carried under deck for all purposes including general average.
- (3) The carrier shall not be liable in any capacity whatsoever for any non-delivery,

misdelivery, delay in arrival or loss of or damage to the Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by the Carrier's negligence or the Vessel's unseaworthiness.

14. (Matters affecting performance)

- (1) If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this contract 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. The Carrier shall nevertheless be entitled to full freight and charges on the Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.
- (2) The situations referred to in the preceding paragraph shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances; closure of, obstacle in or danger to any canal; blockade of port or place; interdiction or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lockouts or other labour troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors; congestion of port, wharf, sea terminal or any other place; shortage, absence or obstacles of labour or facilities for loading, discharge, delivery or other handling of the Goods; epidemics or diseases; bad weather, shallow water, ice, landslip or other obstacles in navigation or haulage.

15. (Dangerous Goods, Contraband)

- (1) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the carriage of such Goods. Such application must accurately state the name, nature, label and classification of the Goods as well as the method of rendering them innocuous

and the full names and addresses of the shipper and the consignee.

- (2) The Merchant shall undertake that the nature of the Goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and Container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier.
- (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the paragraph (1) or (2) above or the Goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such Goods regardless of the Merchant's knowledge of the nature of such Goods.
- (4) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the preceding paragraph whenever it is apprehended that the Goods received in compliance with paragraphs (1) and (2) above become dangerous to the Carrier, vessel, cargo, persons and/or other property.
- (5) The Carrier has the right to inspect the contents of the package(s) or Container(s) at any time and anywhere without the Merchant's agreement but only at the risk and expense of the Merchant.

16. (Automobile and Other Unpacked Goods)

The term "apparent good order and condition" with reference to any automobile, rolling stock, tractor, machinery and any other unpacked Goods does not mean that the Goods when received were free of any dent, scratch, hole, cut and bruise that could not have been found by ordinary care and diligence. The Carrier shall in no event be held liable for loss or damage arising out of or resulting from the Goods being unpacked.

17. (Iron, Steel and Metal Products)

Superficial rust, oxidation, moisture or any like condition of any iron, steel or metal products is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition does not

mean that the Goods when received were free of visible rust, oxidation or moisture. The Carrier shall in no event be liable for loss or damage arising out of or resulting from such inherent nature of the Goods.

18. (Live Animals and Plants)

Live animals and plants, when accepted for carriage, are received, loaded, tended, stowed, carried, discharged and delivered entirely and absolutely at the sole risk of the Merchant and without any warranty or undertaking whatsoever by the Carrier that the vessel and other means of transport are seaworthy, fitted, manned, equipped and supplied for their reception, carriage and preservation of such Goods. The Carrier shall not be liable in any capacity whatsoever for the loss of or damage to live animals and/or plants.

19. (Valuable Goods)

The Carrier shall not be liable to any extent for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotope, precious chemicals, bullion, specie, currencies, negotiable instruments, securities, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable goods whatsoever including goods having particular value only for the Merchant unless the true nature and value of the Goods are declared in writing by the Merchant before receipt of the Goods and the same are inserted on the face hereof and ad valorem freight is prepaid thereon.

20. (Carrier's Container)

- (1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's Container(s) and other equipment(s) which occurs while in the possession or control of the Merchant, his agents or inland carriers engaged by or on behalf of the Merchant.
- (2) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's Container(s) or the contents thereof during handling by, or while in the possession or control of, the Merchant, his agents or inland carriers engaged by or on behalf of the Merchant.

21. (Container Packed by Merchant)

If the cargo received by the Carrier is Container(s) into which contents have been packed by

or on behalf of the Merchant,

(1) this Bill of Lading is prima facie evidence of the receipt only of the number of Container(s) as shown on the face hereof, and the order and condition of the contents and any particulars thereof (including marks and numbers, number and kind of packages or pieces, description, quality, quantity, gauge, weight, measure, nature, kind and value) are unknown to the Carrier, who accepts no responsibility in respect thereof, and

(2) the Merchant warrants that the stowage of the contents of Container(s) and their closing and sealing are safe and proper and also warrants that the Container(s) and contents thereof are suitable for handling and carriage in accordance with the terms hereof including Article 13; in the event of the Merchant's breach of said warranties, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods resulting from said breach and the Merchant shall be liable for loss of or damage to any other property, or for personal injury or the consequences of any other accidents or events whatsoever and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier on account of the said accidents or events, and

(3) the Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier, and (4) if the Container(s) are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the Container(s), and (5) the Carrier shall be at liberty to open the Container(s) and to inspect the contents of the Container(s) without notice to the Merchant at such time and place as the Carrier may deem necessary and all expenses incurred therefrom shall be borne by the Merchant; in case the seals of Container(s) are broken by the customs or other authorities for the inspection of the contents of the said Container(s), the Carrier shall not be liable for any loss, damage, expenses or any other consequences arising or resulting therefrom.

22. (Special Container)

(1) The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container(s), nor to carry special container(s) packed by or on behalf of the Merchant as such; but the Carrier will treat such Goods or

Container(s) only as ordinary Goods or dry container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s), have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid. The Carrier shall not accept any responsibility for the function of special container(s) supplied by or on behalf of the Merchant.

- (2) As regards the Goods which have been agreed to be carried in special container(s), the Carrier shall exercise due diligence to maintain the facilities of the special container(s) while they are in his actual custody and control, and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects, derangement or breakage of facilities of the container(s).
- (3) If the Merchant requests a particular temperature range, which, upon acceptance by the Carrier, is inserted in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but the carrier does not guarantee the maintenance of such temperature inside the Container(s).

23. (Delivery by Marks)

- (1) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods, package(s) and Containers by the Merchant before they are received by the Carrier in letters and numbers not less than two inches high, together with names of the Port of Discharge and Place of Delivery.
- (2) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks.
- (3) The Merchant warrants to the Carrier that the marks on the Goods, package(s) and Container(s) correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the Port of Discharge or Place of Delivery, and shall indemnify the Carrier against all loss, damage, expenses, penalties and fines arising or resulting from incorrectness or incompleteness thereof.
- (4) Goods which cannot be identified by marks and numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Merchants of like character, in proportion to any apparent shortage, loss of weight or damage, and such Goods or parts thereof

shall be accepted as full and complete delivery.

24. (Delivery)

- (1) The Carrier shall have the right to deliver the Goods at any time from or at the Vessel's side, customhouse, warehouse, wharf, quay or any other place designated by the Carrier within the geographic limits of the Port of Discharge or Place of Delivery shown on the face hereof.
- (2) In any case the Carrier's responsibility shall cease when the Goods have been delivered to the Merchant or inland carriers or any other person entitled to receive the Goods on his behalf at the place designated by the Carrier. Delivery of the Goods to the custody of customs or any other authorities shall constitute final discharge of the Carrier's responsibility hereunder.
- (3) In case the cargo received by the Carrier is Container(s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of Container(s) shown on the face hereof, and shall not be required to unpack the Container(s) and deliver the contents thereof in accordance with brands, marks, numbers, sizes or types of packages or pieces.
- (4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled to store the Goods or the part thereof at the sole risk of the Merchant, whereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent or sub-contractor of the Carrier) shall forthwith upon demand be compensated for by the Merchant to the Carrier.

25. (Special Delivery)

- (1) The special arrangements for receiving the Goods as Full Container Load and delivering them as Less than Container Load (FCL/LCL) and/or for split delivery of the Goods to more than one receiver shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking the Container. The Merchant shall be liable for an appropriate adjustment of the freight and charges

and shall pay any additional cost incurred.

- (2) The special arrangements for receiving the Goods as Less than Container Load and delivering them as Full Container Load (LCL/FCL) shall be undertaken by the Carrier at his absolute discretion and on condition that the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are not apparent at the time of such delivery, provided that the Carrier shall have exercised ordinary care in packing the Container.

26. (Regulations relating to the Goods)

The Merchant shall comply with all 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 or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and indemnify the Carrier from any responsibility in respect thereof.

27. (Heavy Lift)

- (1) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt thereof by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high.
- (2) In case of the Merchant's failure in his obligations under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods, and at the same time the Merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of the Merchant's said failure and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier as a result of such failure.

28. (Lien)

- (1) The Carrier shall have a lien on the Goods, even after delivery thereof, for all freight, dead freight, demurrage, damages, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary hereto and the cost and expenses of recovering the same, and may sell the Goods privately or by public auction without

notice to the Merchant. If, on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

- (2) If the Goods are unclaimed during a reasonable time or whenever, in the Carrier's opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to him, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

29. (Freight and Charges)

- (1) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value furnished by him, at the time of receipt of the Goods by the Carrier, but the Carrier may, for the purpose of ascertaining the actual particulars, at any time, open the Container(s) and/or package(s) and examine contents, weight, measure and value of the Goods at the risk and expense of the Merchant. In case of incorrect declaration of the contents, weight, measure and value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier (a) the balance between the freight charged and that which would have been due had the correct details been given plus (b) a sum equal to the correct freight, as and by way of liquidated and ascertained damages.

- (2) Full freight to the Port of Discharge or Place of Delivery named herein shall be considered as completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or collect.

The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up or frustrated or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods.

- (3) The payment of freight and/or charges shall be made in full and in cash without any offset, counterclaim or deduction. Where freight is payable at the Port of Discharge or Place of Delivery, such freight and all other charges shall be paid in the currency

named in this Bill of Lading or, at the Carrier's option, in other currency subject to the regulations of the freight conference concerned or custom at the place of payment.

- (4) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice and dead freight shall be paid by the Merchant.
- (5) The Merchant shall be liable for expenses for mending, baling, repairs or replacement of package resulting from insufficiency of packing or from excepted perils, and expenses incurred in fumigating, protecting, caring for or regaining possession of the Goods or taking any other measures for the benefit of the Goods. The Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight and any expenses directly or indirectly arising out of or resulting from insufficiency of packing or from excepted perils regardless of the Merchant's negligence.
- (6) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

30. (Notice of Claim and Time for Suit)

- (1) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or to the person with whom the Carrier has subcontracted the handling, storage or carriage of the Goods at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.
- (2) In any event the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit is brought within nine months after delivery of the Goods or the date when the Goods should have been delivered.

31. (General Average and New Jason Clause)

- (1) The Merchant shall admit that General Average may be declared during the course of

or in respect of the carriage of the Goods by sea and shall in such a case undertake to make for settlement of the General Average such contribution due from the Goods as is determined in accordance with the York-Antwerp Rules of 1994.

- (2) Such security including a cash deposit as the Carrier or the owner of the vessel may deem sufficient to cover the estimate contribution of the Goods, any salvage and special charges thereon, shall be furnished by the Merchant to the Carrier or the owners of the vessel, if required, prior to delivery of the Goods.
- (3) If the Carrier delivers the Goods without obtaining security for general average contribution, 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 shall reasonably require.
- (4) 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 consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods, shippers, consignees or the owners of the Goods shall jointly and severally 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. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as full as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, shippers, consignees or owners of the Goods to the Carrier before delivery.

32. (Both-to-Blame Collision Clause)

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and set-off, recouped or

recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

33. (U.S Local Clause)

- (1) If the carriage covered by this Bill of Lading includes carriage to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the Carriage of Goods by Sea Act of the United States of America approved 16 April 1936 (U.S.COGSA) of which terms shall be deemed to be incorporated herein.
- (2) In case of the above paragraph, the liability of the Carrier or any sub-contractor shall not exceed U.S. \$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof. This declaration, if embodied in this Bill of Lading, shall be prima facie evidence, but shall not be conclusive on the Carrier.