

BILL OF LADING

			FOR COMBINED	TRANSPORT SHIPMENT C	R PORT TO PORT SHIPMENT	
Shipper/Exporter (complete name an	d address)					
			B/L NO.			
						Consignee (not negotiable unless con
Notify Party (complete name and addres	es - carrier not responsible for fa	ilure to notify see clause 11(1))				
Hours Larry (complete harne and address	s carret not responsible for la	nate to hothy see diadse (1(1))		ARRIAG CONTAINED TE		
				Management: İstanbul - Turkey	RANSPORT S.A.	
				Tel: (90 212) 337 53 00 arkasline(@arkasline.com.tr	
Pre-carriage by*			RECEIVED by the Carrier from the Shipper in apparent good order and condition (unless otherwise stated herein), the goods or the container(s) or package(s) said to contain the cargo herein			
Place of Receipt*	Port of Loading		mentioned, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding. This particulars given below as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier. The Carrier has had no possibilty to check whether these particulars are correct. One original Bill of Lading duly endorsed must be surrendered by the Merchant to the Carrier in exchange for the goods or issuing a delivery order. In the witness whereof the number of original Bills of Lading stated below all of this tenor and date has been signed, one of which being accomplished the others to stand null and void.			
Ocean Vessel	Voy.No.					
Port of Discharge	Place of Delivery*					
	,		one of which being a	accomplished the others to stand	null and void.	
		Particulars furnis	hed by the Merchant		1	
Container No. and Seal No. Marks & Nos.	Quantity and Kind of Packages		Descriptions of Goo	ds	Measurement (M ³) Gross Weight (KGS)	
TOTAL NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS		COP	YN	ABLE		
RECEIVED BY THE CARRIER FREIGHT & CHARGES	Revenu	e Tons Rate	Per	Prepaid	Collect	
THEIGHT & CHANGES	Tiovolia.	o rono		1 Topald	Condition	
Ex. Rate	Prepaid at Payable at			Shipped on board		
Place and date of issue	MOVEMENT	No. of origina	I B(s) / L	Date Signed as Agents on behalf of	Agents on behalf of the Carrier	
Term	To of original			ARKAS CONTAINER TRANSPORT S.A.		
TOTAL						

ARKAS CONTAINER TRANSPORT S.A. t is mutually agreed that: I. DEFINITIONS Parier, APKAS CONTAINED TRANSPORT S.

NITTONS
ARKAS CONTAINER TRANSPORT S.A.
and Transport: Arises when the Place of Receipt and or the Final Destination are shown on the

e hereof.

Interest includes any container, flat, open top, open sided container, transportable tank or similar die of transport used to consolicate cargo.

Ode: Shall mean the cargo described on the face of this Bill of Lading, rchant: Shall include the Shipper, Consignee, the Holder of the Bill of Lading the Receiver and the ner of the goods.

Owner of the goods.

Port to Port Shipment: Arises when the Port of Loading and the Port at Discharge only are shown on the face hereof and neither the Place of Receipt, nor the Final Destination are stipulated on the face hereof. US COGSA. Means the U.S. Carriage of Goods by Sea Act of 1936, as amended. Interpretation: Words in the singular shall include where the context admits the plural and vice versa.

The parameter was a similar of the parameter of the param

IS COSSA, which shall also govern before the Goods are loaded on and after they are discharged from the Vessel, provided, however, that the Goods at said times are in the custody of the Carrier or any ub-contractor of the Carrier. Better the Hague rules nor the Hague Veby Rules nor US COSSA shall apply where the goods carried ereunder are live animals or cargo which is stated on the face hereof as being carried on deck and is o carried. If the Carrier's liability is anyway implicated, the liability of the Carrier shall be limited coording to the Terms and Conditions of this contract and otherwise to the Hague Rules, the Hague Risky Rules, or US COSSA, as applicable.

Othing contained in this Bill of Lading shall be deemed to be a surrender by the Carrier of any of his ghis and immunities or an increase of any of his responsibilities under the said Enactments or under ny other statutory protection or exemption from or limitation of liability. Il limitation of liability and other provisions herein contained shall inure not only to the benefit of the arrier, his agents, servants, vessels, employees and other representatives but also to the benefit of any dependent contractor performing services to the goods.

CARRIER'S TARIFF

He terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of

S TARIFF

to Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of Tariff are obtainable from the Carrier or his agents upon request. In the cases of rever this Bill of Lading and the applicable Tariff the Bill of Lading shall prevail.

4. WARRAHTY
(1) The Merchant warrants that in agreeing to the terms hereof he is or has the authority of the person owining or entitled to the possession of the Goods and this Bill Of Lading.
(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband, drugs or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other or stowaways, and that the Coods will not cause loss, damage or expense to the Carrier, or to any other

or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

(3) The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from any breach of any of the warranties in Clause 4(2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

(4) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, with the provisions of applicable anticorruption laws, including but not limited to the United Nations Convention against Corruption (2005), the U.S. Foreign Corrupt Practices Act of 1977, the U.K. Bribery Act of 2010, with the applicable economic sanctions regulations, including but not limited to the ones published by the United States, European Union, United Nations and United Knigdom. The ones published by the United States, European Union, United Nations and United Knigdom. The Merchant Uniter represents and warming that its not listed of delained/controlled by an entity killed by Person." Specially Designated National." The Merchant shall bear and pay all duffes, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcolices or other illegal substances within Containers packed by the Merchant or inside Goods supplied by the Merchant or any stowaways discovered inside the Container and shall indemnify the Carrier in respect thereof.

5. JURISDICTION
Any claim against the Carrier arising under this Bill Of Lading shall be decided according to the Turkish

ISDICTION

against the Carrier arising under this Bill Of Lading shall be decided according to the Turkish
in the Courts of Izmir, Turkey, to the exclusive jurisdiction of which the Carrier and the Merchant
menselves, unless the carriage contracted for hereunder was to or from the United States, in
se suit shall be filed exclusively in the United States District Court for the Southern District of
k and U.S. law shall exclusively apply.

J PORT TO PORT SHIPMENT
The Carrier's obligations in respect of the goods shall begin when the goods are accepted at the can vessel's rail at the port of loading and shall continue until the goods are discharged at the Ocean sessel's rail at the port of discharge. The Carrier shall not in any circumstances whatsoever be liable to y loss damage or delay to the goods (whether or not in his actual or constructive possession) wesever caused occurring before they are accepted at the Ocean vessel's rail at the port of loading after they are discharged at the Ocean vessel's rail at the port of discharge.

Where incidental to the Port to Port shipment, pre-range, oncarriage, carriage inland, storage prior loading or after discharge from the Ocean vessel, loading or unloading of goods into or from the contractive of the port of the

goods. Where incidental to the Port to Port shipment, the carrier arranges for precarriage, oncarriage, laige infland storage prior to loading or after discharge from the Ocean vessel, loading or unfloading oods into or from containers, or the supply of containers as altoresand the Carrier shall be entitled to land from the Merchart the full fleight of the entitle carriage including the charges incurred by the rier as agent for the Merchart. Any sorch barges shall be deemed fleight within the defination of

rifer as agent for the meticality. Any competent Court or Tribution and the Court of Tribution and Tribution

(B) COMBINED TRANSPORT
The Carrier shall be responsible for loss or damage to the following extent but no further:

(N) With respect to loss/damage howevever courring within the period of responsibility under clause 6 (A) (1) above, liability of the Carrier shall be determined under the alcressaid clause 6 (A) (1) above, liability of the Carrier shall be determined under the alcressaid clause 6 (A) (1) above, liability of the Carrier shall be indirect shall be limited to the actual amount recovered by the Carrier in respect of such loss or damage from the party to whom the Carrier has sub-contracted the handling, storage, precarriage or oncarriage of the goods.

(iii) The Carrier, without limiting sub-clause (ii) above, shall be releved of liability for loss or damage where such loss or damage and be reasonably stitubuted either in part or in whole to:

(a) A wrongful act or omission of the Merchant.

(b) Insufficiency or defective condition of the packing in the case of goods which by their nature are of liability or or defective condition of the packing in the case of goods which by their nature are (c) Compliance with the instruction of the Merchant or his agent.

(c) Compliance with the instruction of the Merchant or his agent.

(d) Handling, stowage, loading, or unloading of the goods by or on behalf of the Merchant.

(e) Insufficiency or inadequacy of marks or numbers on the goods, coverings or containere

(3) Strike, lockout, stoppage or restraint of labor, from whethere.

(d) Handling, stowage, loading, or unloading of the goods by or on behalf of the Merchant.

(e) Inherent vice of the goods.

(f) Insufficiency or Inadequacy of marks or numbers on on the goods, covenings or containers.

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(f) Insufficiency or Inadequacy of marks or numbers on the goods, covenings or containers.

(g) Any other cause of event whatsoever or howsoever arising unless it is proven that the loss or damage resulted from an act or omission of the Carrier done with intent to cause loss or damage or recklessly with the knowledge that loss or damage would probably result.

(j) If it cannot proven when the loss or damage occurred the loss or damage shall be deemed to have occurred outside the Carrier's period of responsibility within the meaning of clause 6 (A) (f) above occurred when the loss or damage occurred the loss or damage shall be deemed to have occurred valid to the carrier's period of responsibility within the meaning of clause 6 (A) (f) above occurred valid in no circumstances whatsoever be responsible for any direct or indirect loss or damage sustained by the Merchant occasioned through delay whether by reason of representation or otherwise by the Carrier, his servants or agents.

was ever or wheresover arising.

All goods tendered by the Merchant to the Carrier for carriage shall be carried in a container (with or thout goods belonging to third parties, in the case of the container supplied by the Carrier).

CONTAINERS

without groods belonging to the departies, in the case of the container supplied by the Carriery.

7. CONTAINERS

(i) Unless the Merchant and the Carrier or his agent agreed in writing under the deck shipment (before or at the time of booking the carriage of the goods) the Carrier and have the option to Load containers on deck without notice to the Shipper, and if they are so carried the Hague Visby Rules shall apply and the goods shall contribute in General Average.

(ii) In the case of live aimhals and cargo requested by the Merchant to be carried on deck and which in and the goods shall all contribute in General Average.

(iii) In the case of live aimhals and cargo requested by the Merchant to the Merchant for the Merchant f

(d) The Merchant further agrees to indemnify the Carrier against any additional expenses, fines, duties and taxes which the Carrier may incur by reason of error or omission in the mark, numbers or description of the container or its contents.

(iv) In the case of the supply of a container to an agent appointed by the Carrier on the Merchants behalf, the Carrier shall be under no responsibility or liability for loss or damage to the goods caused by the total content of the carrier o

iuitable for the carriage of cargo of any description the port or place of discharge or oftominated by the Carrier within the time prescribed to them. Should a Container not be return verscribed time the Merchant shall be liable for any demurrage loss or expenses which contains the management of the container o

such nonreturn.

(viii) The Merchant agrees to indemnify the Carrier for any loss or damage to the containers or for any lability arising from any act or omission by the Merchant, his servants or Agents arising directly or indirectly from but not limited to the packing or stowage of cargo in the container or the use thereof. (kg) In the event that the Carrier agrees to transport any empty container not loaded with goods for a Merchant or any other party, such transportation shall be undertaken only in accordance with terms of this Bill Of Lading he issued for such return transportation. (x) The Carrier has no responsibility whatsoever for the functioning of reefer containers or trailers neither owned nor leased by the Carrier.

r leased by the Carrier

Carrier his senset or yine Carner.

Garrier his senset or Agents shall have a lien on the goods and the right to sell the goods privately or by public auction for all fleight (including additional freight payable under Clause 13), e. dead freight, demurrage contributions and all other charges and expenses whatsoever including (not limited to) under Clause 13 (iii) and 14 (e) herein which are for the account of the goods or of the Merchant whose properties of the properties of the properties of the properties of the goods or of the Merchant whose properties had been designed and the properties of the goods or of the foreigning price rispal be entitled to lien the Merchant whose and/or strong end of which are and despite or the foreigning the carrier as his Agent for the purposes of arranging such carriage and despite richart constituting the Carrier as his Agent for the purposes of arranging such carriage and any her chart of the purpose of the properties of the Goods of the properties of the properties of the Goods of the Goods of the properties of the Goods of the

rights given to the Carrier under this clause. Without prejudic to the generally of the foregoing notwithstanding that the property in the Goods all have passed to an Endorsee of the Bill of Lading or Consignee named herein and rrespective of either or not the Carrier shall have excrised his lien the Carrier shall be entitled:

To recover from the Shipper or the party on whose behalf the instruction to ship the Goods was made trenafter referred to as the "Principal" freight, dead freight, charges (whether relating to storage ding or detention) expenses, primage, general average contribution or demurrage due under this Bill acing which in fact remains unpaid (whether or not in the case of freight /charges there is any juitation on the face of the Bill of Lading to the effect freight/charges have been paid or are payable at situation).

pulsion on the face of the Bill of Lading to the effect freignitionaries make users paid to the publishment.)

To recover from the Shipper of the goods or the principal the replacement value of any container nosigned to the Consignee/Receivers premises and not returned by any reason of being lost/destroyed thin the time prescribed under Clause 7 (v) hereof to the port or place of discharge and/or any searcepases that may directly arise from such non-return and/or the cost of repealing the said excellent Consignee, their servants or Agents after the Carrier has consigned the same to the ecciver/Consignee, their servants or Agents after the Carrier has consigned the same to the ecciver/Consignee, in the case of a leased container the replacement value shall be deemed to be the alies of the container in the lease agreement.

To To recover from the Shipper (or the Principal) of the goods all, duties, taxes, fines, imposts, penses, loss or damage referred to in Clause 13 (iii) below.

BOTH TO BLANE COLLISION CLAUSE

the ship comes in to collision with another ship as result of the negligence of the other ship and any st, neglect or default of the Masters, Mariners, pilots or the servant of the Carrier in the navigation or in e management of the Ship, the Owners of the Goods carried hereunder will indemnify the Carrier jainst all loss or liability to the other non-carrying ship or her Owners in so far as such loss or liability present loss of or damage to or any claim whatsever of the Owners of the sald Goods paid or payable or the other or non-carrying ship or the Owners to the Owners of the sald Goods and set off, recouped in the other or non-carrying ship or the Owners to the owners of the sald Goods and set off, recouped up or Carrier. The foregoing provisions shall also apply where the Owners, Operators or those in parge of any ship or ships or objects other than or in addition to the colliding ships or objects are at fault respect to a collision or contact. ship or Carrier charge of any s

respect to a collision or contact. EW JASON CLAUSE WAR RISKS CLAUSES 1 AND 2 are deemed to be incorporated in this Bill of

Lading.

10. GENERAL AVERAGE AND SALVAGE

(a) General average shall be payable according to York-Antwerp Rules 1974 and shall be adjusted at

O, GENERAL AVERAGE AND SALVAGE

(O General average shall be payable according to York-Antwerp Rules 1974 and shall be adjusted at the Commence of the Commence

11. NOTIFICATION AND DELIVERY

1. NO IFFICATION AND DELIVERY

1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the farrier and fallier to give such notification shall not involve the Carrier in any liability, nor relieve the ferchant of any obligation hereunder.

2) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, the Carrier shall be at serty to discharge the Goods or any part thereof without notice directly they come to hand at or on to may wharf craft or place on any day and at any time whereupon the liability of the Carrier (if any) in spect of the Goods or that part thereof discharged as aforesaid shall wholly case notwithstanding any ustom of the port to the contray and notwithstanding that any charges dues or other expenses may be to become payable. The Merchant shall take delivery of the Goods upon discharge. All expenses curred by reason of the Merchant salure to take delivery of the Goods as aforesaid shall be for the lerchant's account.)

(I) Where the Carriage called for by this Rill of Lading in Carriage.

curred by reason of the Merchant's failure to take delivery of the Goods as aforesaid shall be for the erchant's account.

Where the Carriage action for by the Bill of Lading is Combined Transport, the Merchant shall take (Where the Carriage within the time provided for in the Carrier's applicable Taiff (see clause 8). I) if delivery of the Goods or any part thereofs is not taken by the Merchant at the time and place when his where the Carrier is entitled to call upon the merchant to take delivery thereof whether the carriage alled for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier shall be suited without notice to unstow the Goods or that part thereof if stowed in Containers and/or to store to Goods of that part thereof sabrons, afloat, in the open or under cover at the sole risk of the Merchant cut storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect soct of such storage (if paid or payable by the carrier or any agent or Sub-contractor of the Carrier's shall be considered to the Carrier of the Carrier or any capen to complete the Carrier of the chaclaus (2) or (3) above or if in the option of the Carrier they are likely to deteriorate, decay, become orthisses or incur charges whether for storage or otherwise in excess of their value and whether the uringe is a Port to Port Shipment or Combined Transport, the Carrier may without prejudice to any hashower attaching to him, sell or dispose of the Goods and apply the proceeds of sale in reduction of e sums due to the Carrier from the Merchant in respect of this Bill of Lading.

12. NOTICE OF CLAIM AND TIME FOR SUIT

NOTICE OF CLAIM AND TIME FOR SUIT so paragraph [2] shall apply to carriage to or from the United States only. Unless notice of loss or nage to the Goods specifying or describing the exact nature of such loss or damage is given in writing he Carrier at the proof discharge or place of delivery before or at the time of delivery of the Goods (file loss or damage is not apparent, within three (3) consecutive days after delivery, the Goods shall deemed to have been delivered as described in this Bill of Lading, in any event the Carrier and its -contractors shall be discharged from all liability in respect of nondelivery, mis-delivery, delay, loss or range unless suit is brought within one (1) year after delevery of the Goods or the date when the Goods

should have been delivered. 13. FREIGHT AND CHARGES

should have been deliverable.

13. PREIOHT AND CHARGES

(I) Freight to the Goods shall be deemed earned when the Goods are received for shipment, and shall be found to the Goods shall be deemed earned when the Goods are received for shipment, and shall be the Goods and the Goods are received for shipment, and shall be part of shipment (unless otherwise agreed) at the thrapes shall be due and paid to the Carrier at the vessel sailing. In the required freely transferable currency calculated at the means of the closing rates of exchange in Turkey at the time of the vessel sailing, (ii) Interest shall be paid on any freight primage and changes remaining unpaid after due date of payment. The freight payable hereunder has been calculated and based upon the particulars of the goods furnished by the Shipper to the Carrier. The Carrier shall be entitled at any time to open and to by the Shipper is found to be incorrect, freight shall be paid by the Merchant on the excess weight or measurements or value so ascertained together with the expenses incident to re-weighing or re-measuring or re-valuing which expenses shall be considered as freight. The Merchant shall, if required by the Carrier so to do furnish forthwith on demand to the Merchant the invoice or a true copy thereof relating to the goods.

relating to the goods.

(iii) The Merchant shall comply with the regulations and requirements of Port, Customs and other Authorities and shall be liable for all duties, taxes, fines, imposts, expenses, loss or damage of whatsbewer nature imposed on the Goods or the Carrier/Vessel in connection therewith, in the event of whatsbewer nature imposed on the Goods or the Carrier/Vessel in connection therewith, in the event of Carrier shall be at better to the Carrier shall be at blery to bring observe the carrier shall be at blery to bring observe the carrier shall be at blery to bring observe that shall even the carrier shall be entitled to recover the costs by reason of the compliance with these regulations or requirements whether caused by negligence or not.

(iv) The Merchant shall further be liable to pay on demand day by day all storage charges and/or demarrage charges in regard to containers (as defined herein) in accordance with the tariff which may

from the Carrier. IER'S LIBERTIES IN THE EVENT OF BLOCKADE, DELAY, ETC.

case of war, hostillies, strike, port congestion lock-outs stoppages, cold commotions, quarantine, ice corm on any other cause whatsoever beyond the Carrier's control (whether any of the foregoing are tual or threatened and whether or not existing or anticipated at the commencement of the voyage, birth matters or any of them in the judgment of the Master or Carrier (either of whose decision shall be sobulte and binding on all parties) may result in damage to, or loss of the vessel, or give rise to risk of spiture, seizure or detention of vessel or cargo, are likely to prejudice the interest of the vessel including influence and the cargo whether by delay or chemise howsoever or make it unsafe imprudent for any reason to proceed on or continue the voyage or her carriage by jand or enter or scharge at the port of or place of discharge or transshipment or give rise to any delay or difficulty in aching discharge or leaving the port or place of discharge or transshipment or the place of delivery the 1) To proceed to such convenient port, as the Carrier shall in his absolute discretion select and scharge the Goods.

To proceed to such convenient port, as the Carrier shall in his absolute discretion select and charge the Goods back to the country of shipment and discharge the mether. To retain the Goods on board the ship and/or return them to the original port of discharge in the same substituted ship and there discharge the Goods at the sole risk and expertise of the periodorsignee and/or Owner of the Goods. Sole and the sole risk and expertise of the periodorsignee and/or Owner of the Goods at such convenient place as the Carrier shall in his solute discretion select, and discharge the Goods from the container. The container is the container of the contai

CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(f) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsower, other than the Carrier, including but not limited to the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of Carriage whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person or vessel shall have the benefit of all provisions herein benefitting the

Carrier as if such provisions were expressly for his benefit and in the entering into his contract the Carrier to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels shall to this extent be or be deemed to be for such persons and vessels shall to this extent be or be deemed to be

for such persons and vessels and such persons and vessels attent to the contract.

(3) The Merchant shall defend, indemnify and holds harmless the Carrier against any claim or liability (and any expense arising there from arising from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(4) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in contract or in Tort.

18. DANGEROUS GOODS
Goods of a dangerous or hizardous nature and for radioactive material must not be tendered for shipment unless a written certificate of declaration has been previously given to the carriers, subcarriers, master or agent of the vessel stating.

(a) That the Goods and if applicable, the container, flat trailer etc. are adequately packed.

(b) The correct technical iname and class of goods.

A special slowage order giving consent to shipment must also be obtained from the Carrier. The Merchant will be table for all damage loss and expense whatsoever if the foregoing provisions are not

17. THE SCOPE OF THE VOYAGE.

The scope of the voyage herein contact for shall include usual of customary or advertised port of a firm scope of the voyage herein contact and post in in cost of the advertised, agoggraphical, usual ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge; or in a direction contary thereto, or return to the original port or depart from the direct customary route, and includes all canals, stratis and other waters. The vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The vessel may omit calling at a port or ports whether scheduled or not and may call at the same port more than once, may for matter and extension of the contact of

arrival of the Goods. 18. MATTERS AFFECTING PERFORMANCE

10. MATTERS AFFECTING PERFORMANCE

(1) If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficult or disadvantage of any kind (including the condition of the Goods), when so ever and howsoever arising (whether or not the Carriage has commenced) the Carrier may.

(a) Without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier paspect of such Goods shall cease.

(b) Without prejudice to the Carrier's night subsequently to abandon the Carriage under (a) above, continue the Carriage, in any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional cost resulting from the above-mentioned incurrence.

circumstances.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government authority.

19. SUBSTITUTION OF VESSEL, TRANSSHIPMENT, FORWARDING.

19. SUBSTITUTION acting the properties of the substance of the substance of the substance of the consideration of the Goods are consigned to a point where the vessel does not expect to discharge, The Carrier or Master may without notice, transship the whole or any part of the Goods at the original pool of shipment, or any, other place or the destination of the Goods, and forward the Goods, to the port of destination by any vessel, vessels or other means of transportation of the water or by water or by indo or by air or by any such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the vessel expected to be used for the transportation of the Goods. This Carrier in making arrangements for any transshipping or forwarding vessel or means of transportation shall be considered solely as the forwarding agent of the Merchant and without any responsibility, whatsever. The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsever in the regulate from 6 bill of Lading, fleight note, contract or dhere hyphing documents used at the time by such of Same and the contract or the subpring documents used at the time by such of Same and the condition or delay, even though such terms may the Goods may be stored ashere or afleat at their expense and this Carrier or his Agent thall not be liable for loss or damage to the Goods after discharge from his vessel, however such loss or damage acrier or his Agent or put into hulk or craft belonging to the Carrier or his Agent. The Carrier may delay forwarding away and to rela

in the discharge for optional goods must be declared to vessel's Agents at the first of the optional in the option not later than 48 hours before the vessel's arrival there, or failing such the Carrier may delect to discharge at the first or any optional port and contract of carriage e considered fulfilled. Any option must be for the total quantity of goods under this Bill of

21. CARRIER'S RIGHT OF DISPOSAL

1. CARRIER'S RIGHT OF DISPOSAL thorus prediction Chause 8 above, if the goods are not taken by the Merchant within 21 d scharge (or in the case of perishable goods within 2 days), the Carrier shall be at liberty and v scharge (or in the case of perishable goods within 2 days), the Carrier shall be at liberty and v keye for the account of whom I may concern where the Carrier at this sole discretion reas-tieves that the value that would be obtained in the sale or auction of the Goods (fees commu-uid be less than the outstanding (and in the case of perishable goods anticipated) storage and:

charges.

22. DESCRIPTION OF GOODS

No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of Goods and the Carrier shall be under no description or particulars.

23. TEMPÉRATURE CONTROLLED CARGO
(1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Cargo Receipt if this Cargo receipt, has been prepared by the Merchant or a person acting on his behalf) of their nature in the cargo receipt has been prepared by the Merchant are a person acting on his behalf) of their nature stuffed by or on behalf of the Merchant further undertakes that the Container has been properly stuffed by or on behalf of the Merchant further undertakes that the Container has been properly precoded, that the Goods have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods.

requirements are not compiled with the Carrier snain not be insure as any possion because of your hon-compliance.

(2) The Carrier undertakes to provide ship's electric current to keep the refligeration systems of the containers plaged whilst on board and control and set the thermostatic controls on the particular temperature range as described by the Mechant on the first of this Bill of Lading. It is not to be containers to be containers to be containers and the container are applied to the container provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refligerated container in an efficient state, provided that the requirements as stated in (2) are compiled with.

s stated in (z) are complied with.
shall in no way be obliged to carry out any repair work to maintain the efficient state of containers.

(4) The Carrier shall in no way be obliged to carry out any repair work to maintain the efficient state of the refrigerated containers.

24. LIMITATION

The monetary liability of the Carrier shall not exceed the applicable limits of liability under The Hague-Hague Veby Nules (whichever shall be applicable). The applicable limits of liability under The Hague-Hague Veby Nules (whichever shall be applicable). The applicable limit for the purposes of which the liability in the control of the Cooks and the control of the Cooks and the control of the Cooks and liability in respect of the Goods shall not exceed USS Dool of per container, package, burdle, pallet, other unit, or customary freight unit, unless the nature and value of the Goods is declared on the Bill of Lading and additional freight paid. Without prejudice to any applicable limitation of liability, the basis of compensation shall be limited to the value of the Goods and shall be determined by reference to the commercial invoke, or the value of the Goods shall be determined by reference to the commercial invoke, or the damage, loss of profit or consequential damage. Where compensation is payable, the Carrier is entitled to deduct therefrom any sum then due or which at any time thereafter may become due to the Carrier should be deventioned to the Carrier and the Merchant. The Carrier also reserves the right to settle any compensation payable to the Merchant by way of a credit note.

Merchant. The Carner also reserves the right to setule any complete and the value of the Goods, and way of a credit not ad acknowledges that the Carner has no knowledge of the value of the Goods, and that compensation higher than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carner; the value of such Goods is declared by the Shipper prior to the commencement of the Carniage and is stated in writing on this Bill of Lading and extra freight paid. In such a case, the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any parial loss or damage shall be adjusted pro rata on the basis of such declared value. In any event, the compensation shall not exceed the actual commercial value of the Goods as defined doods.

25. SEPARABILITY AND VARIATION OF THE CONTRACT

The terms of this Bill of Lading shall be separable and, I any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no further and such term or provision and the invalid to the strength of the separable and such separation or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waive or variation is in writing and is specially authorized or ratified in writing by the Carrier.

26. LADING CHARGES

The Goods shall in all pages be loaded by the carrier.

LANDING CHARGES Goods shall in all cases be landed by the vessel and not by the Merchant. All the landing charges all expenses arising after discharge of the cargo including discharge on to quay, surfax d'entrepot, vedoring handling, overtime, tally, quay dues, wharfage dues, storage etc shall be payable by the rchants against delivery, Lighterage and expenses of weighing, measuring, valuing and counting or farry, at port offscharge, to be gaid by the Merchant of the goods, any custom or alleged custom

of the port to the contrary notwithstanding. 27. LIABILITY OF SERVANTS AND SUB-CONTRACTORS 27. LIABILITY OF SERVANTS AND SUB-CONTRACTORS 27. LIABILITY OF SERVANTS OF agent or the Ca

27. LIABILITY OF SERVANTS AND SUB-CONTRACTORS
1 is hereby expressly agreed that no servants or agent or the Carrier, including any independent subcontractors employed by the Carrier in any circumstances whatsoever be under any liability withstoever by the Merchant for any loss or damage or delay of whatsoever knd arising or resulting with the semployment and without, prejudice to the generally of the foregoing provisions in this clause every exception, imitation, condition and liberty hereir contained and every right exception from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled nereunder shall also be available and shall extend to protect every such servant or agent of the Carrier including any stevedore, terminal operator or any other independent contractor) acting as the aforesaid and for the purpose of the foregoing provisions of this clause the Carrier is or shall be deemed to be any of the contractors as a storesaid and all such persons who are or might be the servant or agents (richtding all independent contractors as a storesaid) and all such persons shall to the extent

g as agent to seed and appendent contractors as accounting a line of the deemed to be party to this Bill of Lading to be deemed to be party to this Bill of Lading SHIPPER'S AMERICANN'S RESOURCESTED TO SHIPPER'S AMERICANN'S RESOURCESTED TO SHIPPER'S AMERICAN TO SHI

28. SHIPPER'S IMERCHANT'S RESPONSIBILITY

(1) The Shipper warrants to the Carrier that the particular relating to the Goods as set out overleaf has been checked by the Shipper on receipt of this Bill of Lading and that such particular and any other particulars furnished by or on behalf of the Shipper are correct.

(2) The Shipper shall indemnify the Carrier against all loss damage fines and expenses arising or resulting from inaccuracis in or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

(3) The Merchant shall comply with all regulations or requirements of customs port or any other authorities and shall bear and pay all duties taxes, fines, imposts, expenses or charges or losses incurred or suffered by reason thereof or by reason of any illegal incorrect or insufficient marking, numbering or addressing of Goods and indomnify the Carrier in respect thereof chart he is responsible for returning the empty Containers with Interiors brushed and clean and with all its accessories, if any to the port or place of discharge or to the port or place designated by the Carrier, his servants or agents within their time prescribed to them. He Merchant shall be liable for any demurrage, loss or expense which may arise from such non-