rague vsoy knuss mean the rague knuss as amended by the Protocol signed at brussess or 1.240 recrualy 1968.

"Hamburg Rules" means the provisions of the UN Convention on the Carriage of Goods by Sea 1978.

"Hamburg Rules" means the provisions of the UN Convention on the Carriage of Goods by Sea 1978.

"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on their behalf.

"Special Drawing Rights" (SDR") is a basket of currencies as defined by the International Monetary Fund, the value of which is available at https://www.inf.org/external/inpfin/ddatams five aspx.

"Sub-contractor" means any other water, rall, land or air carrier performing any stage of the Combined Transport, and any other person or entilty performing analities services as part of the Carriage including but not limited to storage, transloading, handling, stowing, loading, discharging, and weighing.

2. Carrier's Tariff - The provisions of Carrier's applicable tariff, if any, are incorporated herein. Copies of such provisions are obtainable from Carrier or its agents upon request or, where applicable, from a government body with whom the tariff has been filed or made publicly available. In the case of inconsistency between this Bill of Lading and the applicable tariff, this Bill of Lading shall prevail.

3. Sub-Contracting and Consolidation
3.1 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 retailor to the Goods.

to the Goods. rier shall be entitled to consolidate the Goods with other cargo and to procure the performance of the

3.2 Carrier shall be entitled to consolidate the Goods with other cargo and to procure the performance of the whole or any part of the Carriage by contracting with any person on any terms for the movement of a consolidated shipment which includes the whole or any part of the Goods 3.3 The Merchant undertakes that no claim or allegation shall be made against any Sub-contractor, servant or agent of Carrier, nor against any company by whom the Carriage or any part of the Carriage is procured, performed or undertaken which imposes or attempts to impose upon any such sub-contractor, servant or agent or any such company or any vessel owned by any such company any sub-fitting whatsoever in connection with the Goods or the Carriage, whether or not airsing out of negligence on the part of any such servant or agent or company. If ANY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE, THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MADE. THE MERCHARY SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELES SE MERCHARY SHOULD REVERTHELES SE MERCHARY SHOULD SHOULD

4. Clause Paramount - Subject to clause 13.7:

4. Clause Paramount - Subject to clause 13.7:

4.1 This Bill of Lading shall have effect subject to any national law making the Hague Rules or the Hague/Nsby Rules compulsorly applicable to this Bill of Lading. At 18 the Rules compulsorly applicable to this Bill of Lading. At 2 Except where the Hague or Hague/Nsby Rules apply, this Bill of Lading shall have effect subject to any national law making the Hamburg Rules compulsorly applicable to this Bill of Lading. At 2 Except where the Hague Check Public Provided Rules (Rules) Rel District Provided Rules (Rules) Rules (Rules) Rules (Rules) Rules (Rules) Rules (Rules) Rules (Rules) Rules) Rules (Rules) Rules (Rules) Rules (Rules) Rules (Rules) Rules (Rules) Rules) Rules (Rules) Rules (Rules) Rules) Rules (Rules) Rules (Rules) Rules) Rules (Rules) Rules) Rules (Rules) Rules (Rules) Rules) Rules) Rules (Rules) Rules) Ru

part of this contract for as long as such applies by its own force, and no further.

5. USA Clause Paramount – Subject to clause 13.7:

5. USA Clause Paramount – Subject to clause 13.7:

5. 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 COSA, the terms of which are incorporated custody of Carriage to the Cost of the Cos

6. Port to Port Shipment

6. Port to Port Shipment
6. 1 Carrier's obligations in respect of the Goods shall begin when the Goods are loaded on board the vessel at the Port of Loading and shall continue until the Goods are discharged at the Port of Discharge during which the Port of Loading and shall continue until the Goods are discharged at the Port of Discharge during which shall be the Port of Discharge during which are the Port of Discharge during which are the Port of Discharge and Port of Port of Discharge and Port of Discharge and Port of Discharge and Port of Port of Discharge and Port of Port of Discharge such responsibility shall be powered by legislation giving effect to the Rules or COGSA as AND HOLD CARRIER, ITS AFFLUATES, AGENTS, AND SUBCONTRACTORS HANNLESS POR ALL OF DISCHARGES AND SUBCONTRACTORS HANNLESS POR ALL OF DISCHARGES AND SUBCONTRACTORS HANNLESS POR ALL ADDRESS AND SUBCONTRACTORS HANNLESS POR ALL ADDRESS AND SUBCONTRACTORS HANNLESS POR ALL ADDRESS AND POLICY AND PORT OF PORT AND POLICY AND

7. Combined Transport
1. Notwithstanding anything contained in clause 6 above, where the contract of carriage is one calling for combined Transport, the liability of Carrier shall be governed by sub-clauses 7.2 and 7.3 below, and at all times by the provisions of and subject to its defenses and rights under this Bill of Lading.
7.2 With respect to loss of or damage to the Goods occurring during the carriage by sea or if it is not known at what stage of the Carriage the loss of or damage couraged the liability of Carrier shall be determined in accordance with the provisions of clauses 4 or 5 whichever is applicable and any legislation giving effect to the Rules or Occase.

will the portains a security of the COGSA.
7.3 Where It is adjudged that loss of or damage to the Goods occurred prior to the Goods being loaded on the vessel at the Port of Loading or after discharge at the Port of Discharge the lability of Carrier shall be

determined:
(a) by the provisions contained in any international convention or national law which:
(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 Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national

respect or the periodic document which must be issued in order to make such internal any particular document which must be issued in order to make such international convention or law applies under sub-paragraph (a) above by the provisions of the contract which would have applied if the Merchant had made a separate and direct contract with the Sub-contractor or agent of Carrier in respect of the particular stage of Carriage where the loss or damage occurred; (c) where neither (a) nor (b) above apply by the provisions of the Rules or COGSA as if they were fully applicable to such loss or damage.

to such loss or damage.

8. General Liability Provisions - Limitations
8. 1 NOTICE OF LOSS AND SUBMISSION OF CLAIMS - NOTWITHSTANDING ANY PROVISION HEREIN TO
THE CONTRARY UNLESS NOTICE OF LOSS OF OR DAMAGE TO THE GOODS AND THE GENERAL
NATUREO FI TE BE GIVEN IN WRITING TO CARRIER OR ITS AGENT 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 BE NOT THEN APPARENT, WITHIN 3
CONSECUTIVE DAYS THEREAFTER, SUCH REMOVAL SHALL BE PRIME FACIE EVIDENCE OF THE
DELIVERY IN GOOD CONDITION BY CARRIER OF THE GOODS NOTICE OF ALL CLAIMS MUST BE SENT
TO: SOL EXPRESS LINE, P.O. BOX 69207, SEATTLE, WA 88168.
8. TIME BAR. NO WITH THE AND AND THE CONTRARY, CARRIER SHALL
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THE LAW OR PROVISIONS APPLICABLE PURSUANT TO THIS BILL OF LADING, AFTER DELIVERY OF
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CALLEDDAR MONTHS AFTER THE GOODS HAVE BEEN DELIVERY OF THE CONTRACT SHALL HAVE AND THE GOODS OF THE CONTRACT OF THE GOODS OF TH

TERMS & CONDITIONS

8.6 THE MERCHANT, UNDERSTANDING THAT THE ORDINARY HATES OF CARRIER ARE PREMISED UPON CARRIER'S LIMITATION OF LIABILITY, AND IN CONSIDERATION FOR SUCH RATES, IN ADDITION TO ALL OTHER RESPONSIBILITIES SET FORTH HEREIN, EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOWANDS BY WHOM MADE, AGAINST CARRIER IS EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND LIABILITY WHICH CARRIER IS ENTITLED TO ASSERT AGAINST MERCHANT. 8.7 Fire - Carrier shall not be liable for any loss or damage to the Goods arising or resulting from fire occurring at any time unless caused by the actual fault or privity of the Carrier or of any servant agent or Sub-contractor of the Carrier.

Carrier.

8.8 Valuables — Carrier shall not be liable to any extent for any loss or damage to or in connection with platinum, gold, silver, jewelry, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negoliable instruments, securities, writings, documents, pictures, embroideries, works of art, curios, betriooms, or collections of every nature, unless the true nature and value of the Goods is declared in writing by the Merchant before recept of the Goods by Carrier, and the same inserted in this bill of lading and extra freight is paid under Clause 8.4(a).

Clause 8.4(a).

Clause 8.4(a).

INTIGEL LOSS EXCLUSION - CARRIER SHALL IN NO CIRCUMSTANCES BE LIABLE FOR INSECT AND SUMPORT AND THE PREFENSES AND LIMITS OF

8.9 CONSÉQUENTIAL LOSS EXCLUSION - CARRIER SHALL IN NO CIRCUMSTANCES BE LIABLE FOR DIRECT OR INDIRECT CONSEQUENTIAL LOSS OR DAMAGE AND THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST CARRIER ON WHATEVER BASIS, INCLUDING WITHOUT LIMITATION WHETHER FOUNDED ON CONTRACT, TORT, INDEBMIT CONTRIBUTION, SUBROGATION AND/OR EQUITY, AND BY WHOMSOEVER RROUGHT. ANY LIMITATION OF LIABILITY HEREIN SHALL BE A SINGLE, AGORGACE LIMITATION, AND SATISFACTION OF SUCH MINISTATION OF LIABILITY HEREIN SHALL BE A SINGLE, AGORGACE LIMITATION, AND SATISFACTION OF SUCH MINISTATION OF LIABILITY HEREIN SHALL BE A SINGLE, AGORGACH LIMITATION AND SATISFACTION OF SUCH MINISTATION OF LIABILITY HEREIN SHALL INCLUDE AND ENCOMPASS CARRIER'S REGLIGENCE, WHETHER SOLE OR OTHERWISE, TO THE FULL EXTENT PERMITTED BY LAW.

9. Merchant Packed or Stowed Containers - If a Container has not been packed or stowed by or on behalf of

10. Carrier's Responsibility - Carrier undertakes to procure the services necessary to affect the entire transport of the Goods from the place where they are accepted as designated on the front side of this Bill of Lading (Boxes 13 or 15) to the place of final eldivery as designated on the reverse side (Box 16 or 17). Carrier is responsible for the Goods from the time they are accepted and received by Carrier until they are made available for Merchant to take deliver. The custody and carriage of the goods are subject to this Bill of Lading as well as Carrier's published freight tarifs, rates and rules. Insurance will not be arranged by the carrier except with the express written instructions of the shipper and tolgment of a simple an declaration as to value, prior to shipment

11. Place of Suit - Any lawsuit arising out of or related to Carriage under this Bill of Lading shall be brought if at all in the United States District Court of the State of Washington for King County.

12. Failure to Notify - Carrier does not accept responsibility for failure to notify the Merchant or others co

13. Methods of Transportation, Routes, Stowage, Deck Cargo and Containerization —
13.1 Carrier may at any time and without notice to the Merchant
(a) use any means and/or mode of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the Bill of Lading or by any other means of transport whatsoever including but not limited to feeder ships, barges, trucks or rail cars;
(c) unpack and remove the Goods which have been packed into a Container and forward the same in a Container or otherwise.

order; (e) load or unload the Goods at any place or port (whether or not any such port is named on the front of this Bill of

ding I as the port of Loading or Port of Discharge or transshipment destination) and store the Goods at any such

Lading I as the port of Loading or Port of Discharge or transshipment destination) and store the Goods at any such place or port. (f) comply with any orders 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 the insurance on the conveyance employed by the Carrier the right to give orders or directions.

13.2 The liberties set out in clause 13.1 may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage intelligence of the Carrier for any purpose whatsoever whether or not connected with the Carriage intelligence of the Carriage that the Carriage is the Carrier for this or a subsequent cryage, did-yi-docking and assisting vessels in all situations. Anything bunkers whether for this or a subsequent cryage, did-yi-docking and assisting vessels in all situations. Anything one in accordance with sub-clause 13.1 or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation. Even if the Carrier is held to be responsible in respect of any 13.3 Listing a port of loading and/or discharge on the front of this Bill of Lading does not create an agreed-upon route of carriage.

route of carriage. 13.4 The Goods may be packed by the Carrier in Containers or in similar articles of transport used to consolidate

goods.

13.6 Goods in enclosed Containers whether packed by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant and without any obligation on the part of the Carrier specially to note mark or stamp any statement of 'on deck' carriage on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of goods for the purposes of the Rules or COGSA.

13.6 Goods not packed in enclosed Containers may be stowed and carried in poop, forecastle, deckhouse, sheller or any covered space commonly used for the carriage of goods and such Goods so carried shall be deemed for all purposes to be stowed under deck. Goods not packed in enclosed Containers may be carried on deck with the arrement of the Merchant.

13.6 Goods not packed in the carriage of goods and such Goods so carried shall be considered and so carried on deck with the algorithm of the Merchant.

13.7 COGSA shall apply to this Bill of Lading where the Goods carried hereunder consist of Goods for stowed in enclosed Containers) carried on deck pursuant to Clause 13.6 hereof, or of livestock, to the extent of the Carrier's shall apply to this Bill of Lading where the Goods carried hereunder consist of Goods for the carrier's shall apply to this Bill of Lading where the Goods carried hereunder consist of Goods (not in enclosed Containers) carried on deck pursuant to Clause 13.6 hereof or of livestock. Such Goods and livestock, whether the latter are carried on deck or under deck are, subject to any applicable law to the contrary, carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during the Carriage even if caused by unseaworthiness of the vessel at any time during the sea transit or by reason of negligence on the part of the Carrier, its Subcontractors, servants or agents or of any person with whom the Carrier has contracted or any other cause whatsoever.

14. Matters Affecting Performance - I ne intended carriage shall not be limited to the direct route but shall include any deviation for any purpose connected with the service, including maintenance of vessel and crew. If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind and however arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this Bill of Lading was issued or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavors (whether or not the Carriage has commenced) Carrier shall be excused from its performance obligations hereunder and may:

Carrier shall be excused from its performance obligations hereunder and may: a) Without notice to Merchant treat the performance of this contract as terminated, abandon the carriage of the Goods and where reasonable prossible place the Goods or any part of them at Merchant's disposal at any place which Carrier may deem safe and convenient and the responsibility of Carrier in respect of such goods shall then

cease.

b) Without prejudice to the Carrier's right subsequently to abandon the carriage under a) above, continue the Carriage. In any event Carriage and Merchant shall per any additional costs resulting from the above perfunded circumstance of the control of t

1. Definitions

**Carriage* means the whole of the operation and services undertaken or performed by, or on behalf of, the Carrier in respect of the Goods.

**Carrier* means SCLEXPRESS LINE, a division of Transfair North America International Freight Services, LLC.

**COGSA* means the United States Carriage of Goods by Saa Act 1936.

**Combined* Transport* arises when the Place of Acceptance and/or the Place of Deceptance and/or t 15.4 Merchant shall be liable for the payment of interest at 1.5% per month or the legal maximum, whichever is higher, on unpaid freight and other charges that are past due and payable under any credit terms if granted. Merchant shall be liable for a 2% outlay fee for demurrage, detention, and any other charges, fees, duties, or taxes that Carrier pays or is required to pay on behalf of Merchant. 15.5 All persons defined herein as Merchant shall be jointly and severally liable to Carrier for the payment of all freight, Bunker Algustment Factor (BAF), Currency, Adjustment Factor (CAF), Terminal Handling Charge (THC), demurrage, detention, General Average, salvage, security and peak season surcharges and other charges, including but not limited to court costs, expenses and reasonable attorney's fees incurred in collecting sums due to the Carrier. Payment of freight and charges to a freight florwarder, broker or anynome other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and is made at the Merchant's sole risk.

Payment to the Carrier and is triated at time wherchains sole in time.

16. Carrier's Lien. The Carrier shall have a general lien on the Goods (and any documents relating thereto) in its possession, custody, or control for all freight, demurrage, general average and other charges payable to the Carrier under this Bill or Lading or related to any other service provided by Carrier to the Merchant including attorney's fees and costs of sale or collection and interest on such amounts, and if such charges remain unpaid for 3 days after demand for payment is made the Carrier may enforce such lien by public or private sale of the Goods upon 10 days written notice to the Merchant, and therchant's expense. Any surplus from such sale after all unpaid charges and costs of sale and collection including interest are paid to Carrier shall be transmitted to Merchant, and Merchant shall be responsible for any deficit.

17. Delivery of Goods -

1. Lettivery or Goods —

a) If Merchant refuses or fails to take delivery of the goods upon their being discharged and made available at point of discharge or place designated for delivery regardless of any free time prescribed by tariff or local regulations, Carrier has the right, without giving notice to Merchant, to unstiff the goods, if necessary, and/or to store them at the risk and expense of Merchant. Such storage shall constitute final delivery under this Bill of Lading and all liability of Carrier in respect of the goods shall terminate.

terminate.
b) if the Merchant fails to take delivery of the Goods within thirty days of delivery becoming due under Clause 17 (a), or if in the opinion of the Carrier they 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 rights which he may have against Merchant, without notice self, destroy or dispose of the Goods and apply any proceeds of sale in reduction of the sums due to the Carrier from

As, Marchan's Warrantise - Merchant warrants that (i) it is either the owner or authorized agent of the owner of the Goods and that it is accepting the terms and conditions hereof not only for itself but where of the Goods and that it is accepting the terms and conditions hereof not only for itself but the owner of the Goods and the conditions hereof not only for itself but the conditions are considered that the conditions are considered to the conditions are considered to the conditions and the conditions are considered and the conditions are considered and the conditions are considered and that such is appropriate for ocean carriage services; (iv) the Goods have been properly acuse loss, damage, injury to or death of any person or property. (v) it will comply with all applicable laws, statutes, rules and regulations (including but not limited to those related to anti-corruption, export control, customs, anti-terrorism, and privacy and data protection with respect to personally identificable information that Merchant provides to Carrier to permit Carrier to perform services), and international conventions such as the international Convention for the Safety of Life at Sea. Merchant shall defend, indemnify and hold Carrier harmless against any and all claims, liabilities, loss, damage and expenses, including attorney fees, arising out of or resulting from the breach of any of the warranties contained herein.

(d) the unsuitability of defective condition of any Container not supplied by or on behalf of Carrier, (e) the presence of any drugs, narcoics, contraband, liegal substances and/or persons within Containers packed (e) the presence of any drugs, narcoics, contraband, liegal substances and/or persons within Containers packed (e) the presence of any drugs, narcoics, contraband, liegal substances and/or persons within Containers by the Merchant or inside Goods supplied by the Merchant propose of determining Carrier's liability under clauses 4 and 5 of and the content of the Container being solely for the convenience of the Merchant of the Container being solely for the convenience of the Merchant in describing the Goods said to be contained therein.

9.3 All statements on the front of this Bill of Lading, relating to the contents of the Containers including marks and statements on the front of this Bill of Lading, causity, usually, weight, measure, nature, kind, value or any of the particulars are furnished by the Merchant and have not been validated by Carrier. Carrier does not provide to container and address of the sender and the receiver have been previously given to package at any time to inspect the Goods. Absent notice to the contrary, Carrier has contained the contents of the containers. Any of the containers and not their contents of the containers and not their contents.

19. Dangerous Goods — Dangerous Goods may not be tendered for carriage unless written notice not be contrary. Carrier has contained the receiver have been previously given to container and darker of the goods — Dangerous Goods may not be tendered for carriage unless written notice not the contrary. Carrier has contained the receiver have been previously given to complete the contents not weighted such Condainers. Any reference on the front of this Bill of Lading to a contrary. Carrier has contained the contents of the same and address of the sender and the receiver have been previously given to complete the contents not weighted such Con of their nature and the name and address of the sender and the receiver have been previously given to Carrier and Carrier has given written consent. The nature of the goods must be distinctly marked on the outside of the package or packages as required by applicable statutes, regulations, or conventions including the IMO Code. Merchants hall be lable for all damages including consequential and indirect damages and expenses arising out of its failure to comply with the foregoing provisions of this paragraph and shall defend, indemnify and hold Carrier harmless from all claims, loss, damage, liability, or expense including attorneys' fees arising out of dangerous goods being tendered for transportation whether or not the Merchant was aware of the nature of such Goods. Goods which in the opinion of the Carrier are or at any time become or are liable to become Dangerous Goods may at any time or place be unbaded, destroyed or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under sub-clause 20.1 above, the Carrier shall be under no liability to make any general average contribution in respect of such Goods. The Carrier may accept or reject at its option any Dangerous Goods offered for transportation.

20. Temperature Controlled - Merchant shall not tender for carriage any Goods which require temperature, humidity, ventilation, or other control without previously made special arrangements with Carrier in witing, including for the payment of additional freight and the nature of the Goods and the particular temperature range to be maintained. Carrier shall not be liable for any loss of or damage to the Goods arising from Mercharts failure to comply with these requirements or from defects, fulls, breakdown, failure, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the container, including lack of or interruption in fuel or power supply, unless caused by the failure of Carrier to exercise due diligence.

21. General Average
21.1 General average shall be adjusted at any port or place in the option of the Carrier in accordance
with the York-Amberg Rules 1974, as amended in 1990, provided that where an adjustment is made
in accordance with the law and practice of the USA or of any other country having the same or similar
in accordance with the law and practice of the USA or of any other country having the same or similar
(a) 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 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 and true that may be made or incurred and shall pay salvage
and special charges incurred in respect of the Goods. Merchant shall provide security as may be
required by Carrier. Deck cargo is to participate in general average.
(b) if a salving vessel is owned or operated by the Carrier salvage shall be paid for as fully as if the
salving vessel belongs to third parties.

21.2 If 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 as Carrier shall reasonably require.

contributions and up provide such as the upbash of other security to the estimated amount of storic contributions as Carrier shall resonably require.
21.3 The Carrier shall be under no obligation to exercise any lien for general average contributions due to the Merchant.
21.4 The Merchant shall indemnify Carrier in respect of any claims of a general average nature, which

21.4 The Merchant shall indemnify Carner in respect of any claims of a general average nature, which may be made on Carrier.

21.5 In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, Carrier is not responsible by law, contract, or otherwise, the Merchant shall jointly and severally contribute in general average with any Sub-contractor carrier to the payment of any searlines, loss, or expenses of a general average with any Sub-contractor carrier and shall not be contracted to the contractor carrier to the payment of any searlines, loss, or expenses of a general average with any Sub-contractor carrier to the payment of any searlines, loss, or expenses of a general average when the hard average is the result of fault, neglect, or error of the master, plot or crew, and expressly renounces all laws which may apply to the contrary.

22. Both To Blame Collision – If a carrying ship comes into collision with another ship perlicance of the other ship and any act, neglect, or default in the navigation or the man 22. Both To Blame Collision — If a carrying ship comes into collision with another ship as a result of regilgence of the other ship and any act, neglect, or default in the nexigation or the management of progression of the carrying ship, to pay to Carrier as fusient for the owner and/or demise chartered to possession of the carrying ship, to pay to Carrier as fusient for the owner and/or demise shartered to the carrying ship, as um sufficient to defend, indemntly, and hold harmless Carrier and/or the owner and/or demise charterer of the carrying ship, against all claims, loss or liability to the other or non-carrying ship or its owners in so far as such loss or liability to so reliability to its owners in so far as such loss or liability to a carrying ship, against all claims, loss or liability to its owners as part of their claim against the carrying ship or its owners as part of their claim against the carrying ship or its owners or demise charterer 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, contact, stranding or accident.

23. Validity— a) All the event that anything in this Bill of Lading is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provision hereof shall be nutil and void to the extent of such inconsistency, but no further.
b) The terms and conditions of this Bill of Lading supersede any other agreements with respect to carriage of the Goods. No servand or agent of Carrier shall have the power to waive or vary of the terms hered to white so with waiver or variation is in writing and is specifically authorized or subsequently ratified in writing by Carrier.