

BILL OF LADING

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Particulars furnished by the Merchant Container No, and Seal No. Container No, and Seal No. Container No, and Seal No. Marks & Nos. Container No, and Seal No. Container No.	Place of Receipt*	Port of Loading	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		
Particulars furnished by the Merchant Container No, and Seal No. Container No, and Seal No. Container No, and Seal No. Marks & Nos. Container No, and Seal No. Container No.				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			
Particulars furnished by the Merchant Container No, and Seal No. Container No, and Seal No. Container No, and Seal No. Marks & Nos. Container No, and Seal No. Container No.	Ocean Vessel Voy.No.			to the Carrier. The C	, quantity, condition, contents an carrier has had no possibilty to d	heck whether these particulars are	
Particulars furnished by the Marchant Container No. and Seal No. Marks & Nos. Container No. and Seal No. Mind of Packages Descriptions of Goods Measurement (Ast) Gross Weight (KGS) TOTAL NUMBER OF CONTAINERS	Port of Discharge	Place of Delivery*		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			
Container No. and Seal No. Quantity and Kind of Packages TOTAL NUMBER OF CONTAINERS O	one of which being accomplished the others to stand null and void.						
Marks & Nos. Kind of Packages Gross Weight (KGS) FOR A NUMBER OF CONTAINERS OR OTHER PACKAGES OR UNITS RECEIVED BY THE CARRIER FREIGHT & CHARGES Revenue Tons Revenu		Particulars furnis	ed by the Merchant				
RECEIVED BY THE CARRIER Revenue Tons Rate Per Prepaid Collect Ex. Rate Prepaid at Payable at Place and date of issue MOVEMENT No. of original B(s) / L Signed as Agents on behalf of the Carrier ARKAS CONTAINER TRANSPORT S.A.				Descriptions of Goods		Measurement (M ³) Gross Weight (KGS)	
FREIGHT & CHARGES Revenue Tons Rate Per Prepaid Collect Collect Factor Per Prepaid Shipped on board Date Place and date of issue MOVEMENT No. of original B(s) / L Signed as Agents on behalf of the Carrier ARKAS CONTAINER TRANSPORT S.A.		TOP NEC	Y N	OBLE			
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Term			.,				
	Term		< /				

ARKAS KONTEYNER TAŞIMACILIK A.Ş. İt is mutually agreed that:

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DEFINITIONS
arrier: ARKAS KONTEYNER TAŞIMACILIK A.Ş (a.k.a ARKAS CONTAINER TRANSPORT S.A. – Arkas

Line)
Combined Transport: Arises when the Place of Receipt and or the Final Destination are shown on the face

dols: Shall mean the cargo described on the face of this Bill of Lading. chant. Shall include the Shipper, Consignee, the Holder of the Bill of Lading, the Re

Merchant: Shall include use Groupes, Country of 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 US. Carriage of soods by Sea PAL UI 1804, so enterestable interpretation: Words in the singular shall include where the context admits the plural and vice versa.

2. PARAMOUNT CLAUSE
It is mutually agreed that this Bill of Lading shall have effect subject to the provisions of the International Convention relating to Bills of Lading dated Brussels 25th August 1924 (hereinafter called the Hague Rules a) semended by the protocol signed in Brussels 23rd February 1968 (hereinafter called the Hague-Nisby Rules) is compulsorily applicable, in which case this Bill of Lading shall have effect subject to the provision of such legislation. Notwithstanding anything else in this Bill of Lading to the contrary, on shipments to or from the United States (as defined by US COGSA, 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 sub-contractor of the Carrier.

Notwithstanding anything experience of the Carrier of the Carrier or any sub-contractor of the Carrier.

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erms and Conditions of this contract and omerwise is the surrender by the Carrier of any of his COSSA as applicable.

OSSA as applicable.

In go contained in this Bill of Lading shall be deemed to be a surrender by the Carrier of any of his responsibilities under the said Enactments or under any statutory protection or exemption from or limitation of liability and other provisions herein contained shall inure not only to the benefit of the ire, this agents, servants, vessels, employees and other representatives but also to the benefit of any pendent contractor performing services to the goods.

S TARIFF
ne 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 between this Bill of Lading and the applicable Tariff the Bill of Lading shall prevail. WARRANTY

inconsistency between this Bill of Lading and the applicable Tariff the Bill of Lading shall prevail.

4. WARRANTY
a. The Merchant warrants that in agreeing to the terms hereof he is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.
b. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overfeaf have been checked by the Merchant or 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 lavalled Goods and control no contraband, drugs or other legal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo a commercion with the Goods for which the Carrier is not responsible.

C. The Merchant shall indemnify the Carrier a good and control carrier or to any other cause in connection with the Goods for which the Carrier is not responsible.

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connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b) hereof or from any other cause in connection with the Goods for which the Carrier is not cause (b

Designated National."
The Merchant shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, freight for any additional carriage undertaken) incurred or sufficient pay reason of any fillage to so comply, or by reason of any fillage in incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcotics 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.

. JURISDICTION

islaim against the Carrier arising under this Bill of Lading shall be decided according to the Turkish dn in the Courts of Izmir, Türkiye, be the exclusive jurisdiction of which the Carrier and the Merchant themselves, unless the carriage contracted for hereunder was to or from the United State, in which suit shall be filed exclusively in the United States District Court for the Southern District of New York S. law shall exclusively apply.

- . RESPONSIBILITY
 A) PORT TO PORT SHIPMENT

 The Carrier's obligations in respect of the goods shall begin when the goods are accepted at the Ocean vessel's rail at the port of loading and shall continue until the goods are discharged at the Ocean vessel's rail at the port of identification of the post of t

- of Clause 6 (8) below (Combined Transport).

 (8) COMBINED TRANSPORT

 The Carrier shall be responsible for loss or damage to the following extent but no further:

 1. With respect to loss/damage howsever occurring within the period of responsibility under Clause 6
 (A) (i) above, liability of the Carrier shall be determined under the aforesaid dause.

 1. With respect to loss or damage howsever occurring outside the period of responsibility referred to under Clause 6 (A) (i) above the liability of the Carrier 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 above-chartised the handling, storage, precarriage or oncarriage of the goods.

 1. The Carrier, whitch limiting sub-clause (ii) above, shall be relieved of liability for loss or damage where each loss or damage can be researchly stiffwicted either in part or in whole to:

 (b) loss/filesport or defective condition of the nacion in the case of noords which by their nature are liable.

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

(b) Insufficiency or defective condition of the papers of goods which by their nature are liable (b) Insufficiency or defective condition of the papers of goods which by their nature are liable (c) Insufficiency or defective condition of the papers

I GENERIAL (Applicable to both Port to Port shipments and Combined Transport). The Carrier shall 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 horizoness or desired that the properties of the properties of the properties of the properties of the three Carrier shall in no circumstances whatsoever be liable for indirect, or consequential loss horizonessever arising. All goods tendered by the Merchant to the Carrier for carriage shall be carried in a Container (with or without goods bedonging to third parties, in the case of the Container supplied by the Carrier).

7. CONTAINERS

without goods belonging to third parties, in the case of the Container supplied by the Carrier).

7. CONTAINERS

a. 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 shall 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 Central Average,

guested by the Merchant to be carried on deck and are so carried the Hague-Visby Rules shall apply and the goods shall contribute in General Average,

and the goods shall contribute in General Average,

c. In the case of Containers supplied by the Merchant or assigned by the Carrier to the Merchant for the Merchan

oss or camage to property due to the manner in which the goods have been packed and/or stowed inside he Container or due to the unsuitability of the Container or due to the unsuitability of the Container or due to the unsuitability of the Container or or omission in the mark, numbers or description of the Container or its contents.

In the case of the supply of a Container to an agent appointed by the Carrier on the Merchants behalf, he Carrier shall be under no responsibility or itability for loss or damage to the goods caused by the unsuitability or defective condition of the Container unless such unsuitability or condition be attributable to ack of due diligence on the part of the Carrier.

In the Carrier shall be entitled but under no obligation to open any Container at any time and to inspect ack of due diligence on the part of the Carrier.

In the Carrier shall be entitled but under no obligation to open any Container at any time and to inspect he contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be armed further either at all or without norming any additional expenses or taking any measures in relation to store the same ashore of foot under cover or in open at any place which storage shall be deemed to osteribe the delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expenses to incurred.

The Carrier reserves its right to assign the Container for inland transportation, so that any Container would only the Carrier value to the Conservant.

the delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any lie additional expenses so incurred in eadditional expenses so incurred in easing the Container for inland transportation, so that any Container leased by the Carrier will be managed by the Carrier unless otherwise agreed. Consequently, the cognize and grant to the Carrier the right to designate a transporter company to perform an initiation in case the Merchant formally requests this in writing. The cost and risk of this initiand atton will be assumed entirely by the Merchant; and the Carrier will not be held lable for any sing during the inland transportation. In the event that no agreement has been reached in writing the assignment of the Container for inland transport, or the Merchant does not agree with the resporter prospoed by the Carrier, the Container shall remain at the disposal of the Merchant for ling at the port of arrival for a period of time set by the Carrier.

by Where Containers are supplied by the Merchant or assigned by the Carrier pursuant to Clause 7 (c) above are unpacked at the Consignee's or Receiver's premises the Consignee's or Receiver's are exponsible for returning the empty Containers dean and in a useable condition in all respect and suitable or the carriage of cargo of any description the port or place of discharge or other place nominated by the Carrier within the prescribed to them. Should a Container not be return within the prescribed to them. Should a Container not be return within the prescribed time the derchant shall be liable for any demurrage loss or expenses which may arise from such non-return. The Merchant agrees to indemnify the Carrier for any loss or damage to the Containers or for any isability airsing from any act or omission by the Merchant, his servants or Agents arising directly or molificetly from burn of limited to the packing or stowage of cargo in the Container or the use thereof. In the event that the Carrier agrees to transport any empty Container not toaded with goods for a standard container and to add the container and the Merchant or any other party, such transportation shall be undertaken only in accordance with faill of Lading notwithstanding that no formal Bill of Lading be issued for such return tratifications. The Carrier has no responsibility whatsoever for the functioning of reefer containers or trational owned nor leased by the Carrier.

In Italian and the search of the control of the con

amount due from him to the Carrier and the amount realized by the exercise of the rights given to the Carrier under this clause.

b. Without prejudice to the generality of the foregoing notwithstanding that the property in the Goods shall have passed to an Endorsee of the Bill of Lading or Consignee named herein and irrespective of whether or not the Carrier shall have exercised his lien the Carrier shall be entitled:

i. To recover from the Shipper or the party on whose behalf the instruction to ship the Goods was made (hereinather referred to as the "Principal") freight, dead freight, charges (whether relating to storage landing or detention) sypenses, primage, general average contribution or demanage deu under his Bill of Lading which in fact remains unpaid (whether or not in the case of freight /charges there is any stipulation on the face of the Bill of Lading to the effect freight/thorages have been paid or are payable at destination).

ii. To recover from the Shipper of the goods or the principal the replacement value of any Container consigned to the Consignee/Receiver premises and not returned by any reason of being lost/destroyed within the time prescribed under Clause? 7 (e) hereof to the port or place of discharge and/or any loss/expenses that may directly arise from such non-tertum and/or the cost of repairing the said Container where the same has become damaged (whether or not by the fault or negligence of the Receiver/Consignee. In the case of a leased Container the replacement value shall be deemed to be the last or receiver from the Shipper (or the Principal) of the goods all, duties, taxes, fines, imposts, expenses, loss or damage referred to in Clause 13 (c) below.

loss or damage referred to in Clause 13 (c) below.

9. 80TH TO BLAME COLLISION CLAUSE
If the ship comes in to collision with another ship as result of the negligence of the other ship and any act, neglect or default of the Masters, Mariners, pilos or the servant of the Carrier in the navigation or in the management of the Ship, the Owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other non-carrying ship or her Owners in so far as such loss or liability represent loss of or damage to or any claim whatsoever of the Owners of the said Goods paid or payable by the other or non-carrying ship or her Owners or the said Goods and set off, recoupted or recovered by the ron-carrying ship or her Owners of the said Goods and set off, recoupted or recovered by 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 af fault in respect to a collision or contact. NEW JASON CLAUSE WAR RISKS CLAUSES 1 AND 2 are deemed to be incorporated in this Bill of Lading.

Sill of Lading.

10. GENERAL AVERAGE AND SALVAGE

10. GENERAL AVER

a. General average shall be payable according to York-Antwerp Rules 1974 and shall be adjusted at any cut or place selected by the Carrier.
b. In the event of accident, danger, damage or diseaster before or after the commencement of the voyage resulting from any cause whatsever 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 and/or the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, bases or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges housed.

eneral Average nature mat may use resecutive the contract property of t

11. NOTIFICATION AND DELIVERY

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13. Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability, nor relieve the Merchant 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 liberty to discharge the Goods or any part thereof without notice directly they come to hand at or on to any what criter or place on any day and at any time whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of payable. The Merchant shall take delivery of the Goods upon discharge, all expenses incurred by reason of the Merchant shall take delivery of the Goods sup not discharge. All expenses incurred by reason of the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 3). d. If the delivery of the Goods or any part thereof is not taken by the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff (see Clause 3). d. If the delivery of the Goods or any part thereof is not taken by the Merchant the time and place when and where the Carrier is entitled to call upon the merchant to take delivery thereof whether the carriage called for by this Bill of Lading is a Port to Port Shipment of Combines and/or to store the Carrier of the Goods of the Carrier of the Carrier of the Carrier of the Carrier of the Carrier of the Carrier of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage of ligation or pastle by the carrier of any active the carrier in expect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage of ligation or pastle by the carrier or any part of Sub-contractor

or the Carrier from the Merchant In respect of this Bill of Lading.

12. NOTICE OF CLAIM AND TIME FOR SUIT

This Clause 12 shall apply to carriage to or from the United States only. Unless notice of loss or damage
to the Coods specifying or describing the exact nature of such loss or damage is given in writing to the
carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the
sor of damage is not apparent, within three (3) consective days after delivery, the Goods shall be deemed
to have been delivered as described in this Bill of Lading, In any event the Carrier and its sub-contractors
hall be discharged from all liability in respect of non-delivery, mis-cellevry, delay, loss or damage unless
suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been
elelevered.

13. FREIGHT AND CHARGES

Simple State of the Charles S.

Freight on the Goods hall be deemed earned when the Goods are received for shipment and shall be a frequenced so the whether the vessel and/or Goods are lost or not. The freight together with charges shall and regardless of whether the vessel and/or Goods are lost or not. The freight together with charges shall so due and paid to the Carirer at the port of shipment (imless otherwise agreed) at the time of the vessel sailing, interest shall be good or any freight principal and charges remaining unpaid after due date of sexhange Turkye at the time of the vessel sailing, interest shall be good or any freight principal and charges remaining unpaid after due date of payment, interest shall be good or any freight principal and shall be a the state dupon the particulars of the goods furnished in the particular of the goods furnished in the carirer shall be entitled at any time to goe and to re-weight or heaseurs or re-value any goods and if the weight or measurement or value as furnished by the Shipper found to be incorrect, freight shall be paid by the Merchant on the excess weight or measurements or use as cascrained together with the expenses incident to re-weight gor re-measuring or re-valuing inich expenses shall be considered as freight. The Merchant shall, if required by the Carrier so to do main fortiwith on demand to the Merchant thail comply with the regulations and requirements of Port. Customs and other Authorities. Carrier shall be entitled to recover the correction therewish. In the event of Goods not omplying with the port customs or other regulations and report of discharge or any of the aforesaid matters, sing and entry being refused by the Port. Customs or other appropriate Authorities. Carrier shall be entitled to recover the costs by reason of the compliance with these gulations or requirements the sole risk and expense of the error. The Carrier shall be entitled to recover the costs by reason of the compliance with these gulations or requirements to the port of ship

14. CARRIER'S LIBERTIES IN THE EVENT OF BLOCKADE, DELAY, ETC.

e of war, hostifilies, strike, port congestion, lock-outs, stoppages, civil commotions, quarantine, or on any other cause whateever beyond the Cartier's control (whether any of the foregoing are ictual attened and whether or not existing or anticipated at the commencement of the voyage) which so or or of them in the judgment of the Master or Cartier (either of whose decision shall be absolute or of the order of the control of the state of the vessel, or give rise to risk of capture. and binding on all parties) may result in damage to, or loss of the vessel, or give rise to risk of capture, sesture or detention of vessel or cargo, are likely to repiduce the interest of the vessel including her future engagements and/or her cargo whether by delay or otherwise howsoever or make it unsale or imprudent for any reason to proceed on or continue the voyage or her carriage by land or enter or discharge at the port of or place of discharge or transshipment or give rise to any delay or difficulty in reaching discharge or leaving the port or place or discharge or transshipment or the place of delivery the Carrier shall have the following liberties any warranty or rule of Law notwithstanding: a 1 to proceed to such convenient port, as the Carrier shall in his absolute discretion select and discharge

he Goods

To carry the Goods back to the country of shipment and discharge them there.

To retain the Goods back to the country of shipment and discharge them there.

To retain the Goods on board the ship and/or return them to the original port of discharge in the same re substituted ship and there discharge the Goods at the sole risk and expertise of the Shipper/Consignee and/or Owner of the Goods.

To abandon the carriage of the Goods by land at such convenient place as the Carrier shall in his basolute discretion select, and discharge the Goods from the Container. When the Goods have been bashondoned or discharged from the Ship or Container as herein provided they shall thereafter be at the sole risk and expense of the Merchant and such discharge shall constitute a full performance of all the zerrier Sobligations feerunder. The Carrier, Master or Agents giving immediate notice of such discharge to the Merchant of the goods so far as he is known.

Full freight and charges shall be deemed to be earned hereunder and the Carrier shall be entitled to ayament for all extra expenses incurred in the performance of the foregoing liberties for which (together with freight and charges) he shall have a lien on the Goods. The Carrier shall in addition to be entitled in any of the aforesand circumstances to levy on the Goods additional charges representing the interest cost on the Carrier (Master Costs).

15. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

arrier a⁵ail be entitled to sub-contract on any terms the whole or any part or the carrier terchant undersides that no claim or allegiation shall be made against any person or ve er, other than the Carrier, including but not limited to the Carrier's servants or agents, ent contractor and his severants or agents, and all others by whom the whole or any pa-whether directly or indirectly, is procured, performed or undertaken, which imposes or attempt pon any such person or vessel any liability whatsever in cornection with the Goods or pon any such person or vessel any liability whatsever in cornection with the Goods or a. The Cab. The Me

arriage and if any claim or allegation should nevertheless be made to defend, indemnify and hold armless the Carrier against all consequences thereof. Without prejudice to the foregoing every suc-erson or vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions rere expressly for his benefit and in the entering into his contract the Carrier to the extent of these virsions, does not only on his own behalf but also as a gent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract The Merchant shall defend, indemnify and holds hammless the Carrier against any claim or liability ny expense arising there from) arising from the carriage of the Goods insofar as such claim or liability demnity and noids harmless the Camer against any claim or liability (and arising from the carriage of the Goods insofar as such claim or liability lar this Bill of Lading. pility provided for in this Bill of Lading shall apply in any action against the ind in contract or in Tort. y expense arising ceeds the Carrier's The defenses and

ous nature and for radioactive material must not be tendered for shipment laration has been previously given to the carriers, sub-carriers, Master of sods of a dangerous or national management of the second o

17. THE SCOPE OF THE VOYAGE

17. THE SCOPE OF THE VOYAGE The scope of the voyage, herein contracted for shall include usual of customary or advertised port of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or ordinary route hough in proceeding thereto the vessel may sail beyond the port of discharge; or in a direction contrary thereto, or return to the original port or depart from the direct or customary route, and includes all cangis, stratals and other waters. The vessel may call at any port for purposes of the current voyage or of a prior or subsequent voyage. The vessel may call at any port for or ports whether scheduled or not and may call at the same port more than once; may for matters occurring the contract of the contraction ading either with or without the goods or passengiers on board and before or after wards the port of discharge adjust compasses, dry lock, go on ways or to repair yards, s indergo, degassing, wiping or similar measures, make trial trips or test, take fuel or stores, sembark passengers crew, workman or the other persons, remain in port, sail with or withoul roperty, anything done or not done in compe e in fulfillment of the contractual voyage, the Merchant through delay of arrival of

shall not be responsible for any loss sustained by the medical of the shall not be responsible for any loss sustained by the shall not be responsible for any loss or is likely to be affected by any hindrance, risk, delay, difficult or all fall any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficult or all fall and the condition of the Goods), when so ever and howsoever arising

B. MATTERS AFFELTION.

If at any time the carriage is or is likely to be attenue by the carriage is or is likely to be attenue by the carriage and the carriage is or is likely to the Coods, when so ever and howsoever empty is advantage of any kind (including the condition of the Coods and where reasonably possible place with the carriage part of them at the Merchant's disposal at any place which the Carrier may deem safe allowers and the carriage and the carriage under (i) above, continue to the Coods and the carriage under (i) above, continue to the Carrier in the Carrier in respect of such Coods shall cease.

If the Coods is the Carrier is replicated to the Carrier is the carriage under (i) above, continue to the Carrier is the Carrier in the C

authority or any person acting or purporning to act to be a considered. 19. SUBSTITUTION OF VESSEL, TRANSSHIPMENT, FORWARDING 19. SUBSTITUTION OF VESSEL, TRANSSHIPMENT, FORWARDING 19. SUBSTITUTION OF VESSEL, TRANSSHIPMENT, FORWARDING

19. SUBSTITUTION OF VESSEL, TRANSSHIPMENT, FORWARDING
Whenever the Carrier or the Master may deem It advisable, or, in any case, where the Goods are consigned to a pont 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 port of shipment, or any, other place or place even though outside the scope of the voyage or the route to or beyond the port of discharge or the means of transportation by water to by land 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, whatsoever. The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of Bill of Lading, leight note, contact or other shipping occuments used at the time by the same of the properties of the carriage by any transshipping or forwarding carrier and safe of the theorem of the safe of th

any part of the Transport even though the freight for the wnose transport nas users users users users on your 20. OPTION.

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

21. CARRIER'S RIGHT OF DISPOSAL

White Agranding to Plause 8 Above if the noods are not taken by the Merchant within 21 days of discharge

Collaboration trainments and you good makes of the Carrier shall be at liberty and without notice to the Merchant within 21 days of discharge (or in the case of perishable goods within 2 days), the Carrier shall be at liberty and without notice to the Merchant of the Goods as always for the account of whom it may concern where the Carrier is this sole discretion reasonably believes that the value that would be obtained in the sale or auction of the Goods (less commission) would be less than the outstanding (and in the sale pare of participant of the Goods (less commission) would be less than the outstanding (and in the sale pare of participant of the Goods (less commission) would be less than the outstanding (and in the sale pare for auction of the Goods (less commission) would be less than the outstanding (and in the sale pare for auction of the Goods (less commission) would be less than the outstanding (and in the sale participant of the Goods (less commission) would be less than the outstanding (and in the sale participant of the Goods (less commission) would be less than the outstanding (and in the sale participant of the goods and similar charges). The commission of the Goods (less commission) would be less than the outstanding (and in the sale participant of the goods and the Carrier shall be under no responsibility whatsoever in respect of such description or participants.

23. TEMPERATURE CONTROLLED CARGO

In the Merchant undertakes not to tender for transportation any Goods wight require temperature control without previously giving witten notice (and filling in the tox on the front of this Cargo Recept) fitsic Cargo Recept if this Cargo Recept if this Cargo Recept if this Cargo Recept if this Cargo Recept if this Cargo Recept if this Cargo Recept if this Cargo Recept if this Cargo Recept if the Merchant or a person acting on his behalf) of their nature and particular emperature range to be maintained and in the case of a temperature controlled Container stuffed by or on whalf of the Merchant further undertakes that the Container has been properly precoded, that the Goods were been properly stiffed in the Container and that its thermostatic controls have been properly set by the Aerchant before receipt of the Goods by the Carrier. If the above requirements are not compiled with the Aerier shall not be liable for any loss of or damage to the Goods caused by such non-compliance. In the Container provides the provides ship's electric current to keep the refrigeration systems of the Containers provides to board and control and set the themostatic controls on the safficular temperature range as described by the Merchant on the front of this Bill of Lading. The Container provided that the Carrier shall before or at the beginning of the carriage exercise due diagnose to relatinate provided that the Carrier shall before or at the beginning of the carriage exercise due diagnose to maintain the refrigerated container in an efficient state, provided that the requirements as stated in (b) are complied with. ation any Goods which requ

implied with.

The Carrier shall in no way be obliged to carry out any repair work to maintain the efficient state of the

refrigerated containers.

24. LIMINATION

The monetary liability of the Carrier shall not exceed the applicable limits of liability under The HagueHague-Hysp Rules (whichever shall be applicable). The applicable unit for the purposes of package limitation shall be the number of Containers referred to on the face of the Bill of Lading. Where the US COSSA applies, the Carrier's limitation of liability in respect of the Goods shall not exceed USO 500.00 per Container, package, bundle, patlet, 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 shed that on the glored 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 shall be determined by reference to the commercial invoice, or the custom profits or consequential damage. Where compensation is payable, the Carrier is entitled to deduct therefrom any sium then due or which at any time thereafter may become due to the Carrier by the Merchant under this Bill of Lading or under any agreement or contract between 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 spread and sknowledges that the Carrier 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 Carrier, the value of such Goods is declared by the Shipper prior to the commencement of the Carrier, the value of such Goods is declared by the Shipper prior to the commencement of the Carrier, the value of such Goods is declared by the Shipper prior to the commencement of the Carrier to the actual commencement alveaunt of the Carrier, the value of such Goods is declared by the shall not exceed the actual commercial value of the Goods as defined above.

25. SEPARABILITY AND VARIATION OF THE CONTRACT
The terms of this Bill of Lading shall be separable and, if any term or provision hereof or any part of any term
or provision shall be invalid to any settent, it shall be invalid to that extent, but no further and such
circumstange's shall not affect the validity or enforceability of any other term or provision hereof. No sevensits

causings shall not amecume valuinly of enforceability of any other term or provision hereof. No servants or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specially authorized or ratified in writing by the Carrier.

26. LANDING CHARGES

variation is in writing and is specially authorized or ratified in writing by the Carrier.

The Goods shall in all cases be landed by the vessel and not by the Merchant. All the landing changes and all expenses arising after discharge of the cargo including discharge on to quay, surfax d'entrepot, stevedoring handling, overtime, tally, quay dues, wharfage dues, storage etc shall be payable by the Merchants against delivery. Lighterage and expenses of weighting, measuring, valuring and counting cargo if any, at port of discharge, to be paid 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
It 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 directly or indirectly from any act neglect or default on his part while acting in course of, or in connection with his employment and without, prejudice to the generally of the foregoing provisions in this clause every exception, limitation, condition and liberty herein contained and every right exception from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including syn steverote, terminal operator or any other independent contractors) and liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the carrier is entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Carrier (including syn steverote, terminal operator or any other independent contractors) and liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the corrier is entitled hereunder shall also be available and shall extend to protect every such servant or register to the contract of any o independent contractors as aforesaid; med to be party to this Bill of Lading

18. SHIPPER'S / MERCHANT'S RESPONSIBILITY.

The Shipper warrants to the Carrier that the particular relating to the Goods as set out overleaf has been unlikely and the sub-particular and any other particular and any other and any other authorities and shall bear and pay all duties taxes, fines, imposts, expenses or charges or losses incurred or suffered y reason thereof or by reason of any flegal incorred or insufficient marking, numbering or addressing of cods and indemnify the Carrier in respect thereof.

The particular and any other part