

BIDUX LLC

Combined Transport Bill of Lading Terms and Conditions:

Notwithstanding the heading "Combined Transport Bill of Lading" the provisions set out and referred to in this document shall also apply if transport as described on the face of the Bill of Lading is performed by one mode of transport only

RECEIVED by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated, the Goods, or the container(s) or package(s) said to contain the Goods, to be carried subject to all the terms on the face and back of this Bill of Lading, from the place of receipt or the port of loading to the port of discharge or place of delivery, there to be delivered. If required by the Carrier, this bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order. None of the terms of this Bill of Lading can be waived by or for the Carrier except by express waiver signed by a duly authorized agent of Carrier.

1. Definitions: When used in this Bill of Lading

(A) "Carrier" means BIDUX LLC

(B) "Inland Carrier" means Carriers (other than the Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as Carrier or bailee.

(C) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Carrier plus one or more Inland Carriers.

(D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport.

(E) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading.

(F) "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is stuffed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

(G) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel.

(H) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of goods.

(I) "Package" means (1) the Container when the Goods are shipped in a Container; (2) the skid or pallet when Goods are shipped on a skid or pallet and stuffed in a Container, and the Container is adjudged not to be the package for the purposes of the Carrier's limitation of liability; (3) the skid or pallet when Goods are shipped on a skid or pallet but not in a Container; (4) that shipping unit which contains the greatest quantity of the Goods and to which some packaging preparation for transportation has been made which facilitates handling even though it does not conceal or completely enclose the Goods. This clause does not apply to Goods shipped in bulk, and it supersedes any inconsistent provision which may be printed, stamped or written elsewhere in this Bill of Lading.

(J) "Customary Freight Unit" or "Unit" as used herein includes each unpackaged vehicle, or other piece of unpackaged cargo on which freight is calculated.

(K) "Subcontractor" includes, without limitation, stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods.

(L) "Stuffed" means filled, consolidated, packed, loaded, or secured.

(M) "United States" or "U.S." means the United States of America.

(N) "GBP" means British Pound Sterling

(O) "USD means United States Dollar

2. Clause Paramount.

All carriage under this bill of lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States 1936, 46 U.S.C. P1300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. All carriage to or from other states shall be governed by the law of any state making the Hague Rules or Hague-Visby rules compulsorily applicable to this Bill of Lading or if there is no such law, in accordance with the Hague Rules. The provisions of applicable law as set forth above shall apply to carriage of goods by inland waterways and reference to carriage by sea in such rules shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the vessel whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

3. Jurisdiction

This contract is to be governed by laws of the State of New York with the exception of its conflict of law principles. In all disputes to which this Bill of Lading pertains may only be instituted in the United States District Court for the Southern District of New York. Merchant and Carrier each agree that they are subject to the personal jurisdiction of that Court.

4. Limitation of Liability Statutes

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country.

5. Sub-Contracting: Exemptions and Immunities of Subcontractors

The Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. Every servant and agent or subcontractor (including sub-subcontractor) (as defined in Article 1 (K)) shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants or agents or subcontractors who shall be deemed to be parties to the contract evidenced in this Bill of Lading.

4. Merchant's Responsibility.

(A) Description of the Goods. (1) Unless the Goods have been stuffed into the Container(s) by or on behalf of the Carrier, this Bill of Lading shall be prima facie evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted on the face hereof, of the total number of Containers indicated in the box on the face hereof entitled "no. of pkgs." (2) Any references to letters of credit, import licenses, sales contracts, invoices or order number and/or details of any contract to which the Carrier is not a party when shown on the face of this Bill of Lading are included solely at the request of the Merchant for his convenience and the Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value nor shall they increase the Carrier's liability under this Bill of Lading. The merchant further agrees to indemnify the Carrier against all consequences including such particulars in this Bill of Lading. (3) The Merchant warrants that the particulars relating to the Goods as set out overleaf have been checked by the Shipper on receipt of this Bill of Lading and those particulars, and any other particulars furnished by or on behalf of the Shipper, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and contain no contraband.

(B) The Merchant warrants that in agreeing to the terms and conditions hereof he is, or has the authority of, the Person owning or entitled to the possession of the Goods and this Bill of Lading. When containers, vans, skids, trailers, portable tanks, palletized units, and other cargo units are not packed or loaded by the Carrier, the Carrier does not represent to be accurate and is not bound by any description of the value, quantity, weight, condition or existence of the contents thereof as furnished by or on behalf of Shipper or identified in this bill of lading by use of the phrase "said to contain", "shipper's weight load and count", or terms of like meaning, and the Carrier in such case shall not be liable for any difference in value, quantity, weight or condition of the Goods furnished by or on behalf of the Shipper and that of the Goods actually delivered. The Carrier shall have no responsibility or liability whatsoever for the packing,

loading, securing, shoring and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting there from. The Merchant, with respect to cargo units not packed or laded by Carrier, represents and warrants: (a) that the Goods are properly described, marked, secured, and packed in their respective cargo units; (b) that any cargo units other than Carrier-furnished units are seaworthy and physically suitable, sound, and structurally adequate properly to contain and support the Goods during handling and the transportation contemplated by the Bill of Lading, and that such cargo-units may be handled in the usual and customary manner without damage to themselves or to their contents, or to the Vessel or its other cargo, or property, or persons; (c) that all particulars with regard to the cargo units and their contents, and the weight of each said cargo unit, are in all respects correct; and (d) that such units are in compliance with all applicable government regulations. Shipper and Consignee, jointly and severally, agree to indemnify Carrier and to hold it harmless in respect of any injury or death of any person, or any loss or damage to cargo or any other property or to the Vessel or any other vessel, or any other loss or expense, including, but not limited to, lost profits and attorneys' fees, caused by breach or any of the foregoing representations or warranties.

(C) The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts expenses, or losses incurred or suffered by the Carrier by reason thereof or by reason of any illegal, incorrect, or insufficient marking, numbering, or addressing of the Goods or any other illegal act and shall indemnify the Carrier in respect thereof by reason of any failure to so comply.

(D) Merchant acknowledges that regulations issued by the United States require Carrier to transmit certain information to U.S. Customs twenty-four hours prior to lading of Goods consigned to or from the United States, including, without limitation, precise commodity descriptions numbers and quantities of the lowest external packaging unit, the shippers complete name and address, the consignee's or the owner's or the owner's representative's complete name and address, hazardous material codes, and container seal numbers. The Merchant warrants to the Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from delay in providing or inaccuracy of any description or particular.

(E) Whenever a Shipper or Consignee, or an agent or contractor acting on behalf of either of them, shall take possession of Carrier's container equipment, the Shipper or Consignee in possession, or for the benefit of whom an agent or contractor has taken possession, shall defend, indemnify and hold harmless the Carrier from and against any loss or damage to Carrier's equipment and third party property and injury to or death of persons arising out of the use of said equipment.

7. Carrier's Responsibility

(A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Carrier shall not be responsible for loss of or damage to the Goods caused from and during loading onto vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the goods or for any other matter arising during any other part of the Carriage even though the charges for the whole Carriage have been charged by the Carrier. The merchant appoints and/or authorizes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage handling, or any other services in respect of the goods prior to loading and subsequent to discharge off the goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

(B) Insofar as this Bill of Lading is used for combined transport of the Goods: (1) The responsibility of the Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the Carrier has custody of the Goods, and no Carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of, or damage to the Goods,

including loss or damages resulting from delay, should be made against the Carrier having custody of the Goods when the loss or damage or delay was caused. (2) The Carrier acts as agent for Merchant with regard to procuring inland and ocean transportation. If, for any reason, it is adjudged that the Carrier was not acting as the Merchant's agent, then in addition to the defenses and limitation of liability permitted to the Carrier by law and by this bill of lading, the Carrier shall also have the benefit of all defenses available to the participating Inland Carrier(s) by law and by the terms of its or their contracts of Carriage and tariffs, all of which shall be deemed incorporated in this bill of lading, as applicable and with respect to inland transportation of the Goods, Carrier will be afforded all of the defenses according to the provisions of any International Convention or national law which is compulsorily applicable in the country, where the inland transportation took place or, if no such law or convention is applicable, then according to the participating Inland Carrier's contracts of carriage and/or tariffs, if any.

(C) The Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery as follows: (1) If the place where the loss or damage occurred cannot be proven: (a) The Carrier shall be entitled to rely upon all Defenses under COGSA, the Hague Rules or the Hague-Visby Rules under Article 2 above had the loss or damage occurred at sea or where the loss or damage occurred cannot be proved, said loss or damage shall be presumed to have occurred at sea. (b) Where under (1) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, the Carrier shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage. (c) Subject to Article 23, where the Hague Rules (such as COGSA) or the Hague-Visby Rules or any legislation applying either Rules is not compulsorily applicable, the Carrier's liability shall not exceed USD 500 per package or shipping unit or USD 2.00 per kilo of the gross weight of the Goods lost or damaged in respect of which the claim arises, or the value of such Goods, whichever is the less. (d) The value of the goods shall be determined according to the invoice value, plus freight and insurance, if paid. (2) If the place where the loss or damage occurred can be proved: (a) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions: (i) cannot be departed from by private contract to the detriment of the Merchant; and (ii) would have applied if the Merchant had made a separate and direct contract with the 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 law applicable; (b) with respect to the transportation in the United States of America to the Port of Loading or from the Port of Discharge the responsibility of the Carrier shall be to procure transportation by Carriers (one or more) and such transportation shall be subject to the inland Carriers contract of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland Carrier's obligations under their contracts and tariffs; (c) where neither (1) or (2) above apply any liability of the Carrier shall be determined by 7(B) above.

(D) Notwithstanding subparts (A), (B) or (C) above, the Carrier does not undertake that the Goods will be transported from or loaded at the place of receiving or loading or will arrive at the place of discharge, destination or transshipment aboard any particular vessel or other conveyance or at any particular date or time or to meet any particular market or in time for any particular use. Scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed if the Carrier or any Connecting Carrier shall find it necessary, prudent or convenient. In no event shall the Carrier be liable for consequential or other damages for delay in the scheduled departures or arrivals of the vessel or other conveyance transporting the Goods or for any other matter.

8. Carrier's Liberties

(A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgment of the Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Carrier, a vehicle, any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of

delivery by the route and in the manner originally intended by the Carrier, the Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant and/or (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) or (4) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter shall be free from any responsibility for carriage of the Goods.

(B) If, after storage, discharge, or any actions according to subpart (A) above the Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. The Merchant shall reimburse the Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel, and the Carrier shall have a lien upon the Goods to that extent.

(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions,, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage

(D) The Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

10. Container Packed by Merchant

If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant:

(A) This Bill of Lading is prima facie evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Carrier accepts no responsibility for the accuracy of the description of condition or particulars.

(B) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 13. In the event of the Merchant's breach of any of these warranties, the Merchant and not the Carrier shall be responsible for, and the Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or property (including the Goods)

(C) The Merchant shall inspect the container when it is furnished by or on behalf of the Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Carrier before the transport.

(D) If the container is delivered after transport by the Ocean or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Carrier's obligation under this Bill of Lading, and the Carrier shall not be liable for any loss of or damage to the contents of the container.

(E) The Ocean and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Ocean or Inland Carrier may deem necessary, and all expenses incurred therefrom shall be borne by the Merchant.

(F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the Carrier shall not be liable for any resulting loss, damage or expenses.

11. Carrier's Container

(A) When the Goods are not already packed into a container at the time of receipt by the Carrier, the Carrier shall be at liberty to pack and carry the Goods in any type of container.

(B) The Merchant assumes full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's containers, containers not owned by the Merchant, and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common Carriers engaged by or on behalf of the Merchant

(C) The Merchant at destination shall have to return all containers not owned by the Merchant to the Carrier duly cleaned and in good condition as deemed delivered to the shipper within the time allowed by the Carrier, failing which the Merchant shall be liable to the Carrier for all costs, fees, cleaning charges, late fees, attorneys fees or any other charge for which the Carrier is held liable including demurrage. Merchant agrees to pay the replacement value of any Container not returned within 30 days of its being available for delivery.

(D) The Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common Carriers engaged by or on behalf of the Merchant.

12. Special Stowage; Refrigeration.

(A) 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 Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls 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 caused by such non compliance.

(B) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state and makes no warranty or agreement with respect to the actual temperature or condition of any commodity, fruit, vegetable, meat, fish, or any perishable Goods within the container.

13. Dangerous Goods, Contraband

(A) The Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature

and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee.

(B) The Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods.

(C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statute or regulation or by the Carrier

(D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods.

(E) The Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or Inland Carrier.

(F) The Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

14. Stowage Under and on Deck

(A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Carrier shall not be required to specially note mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation.

(B) Goods stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average.

(C) Any Goods customarily or reasonably carried on deck may, at Carrier's option, be carried on deck without further notice to Merchant and without liability to the Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation.

(D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading.

15. Valuable Goods

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

16. Heavy Lift

(A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high.

(B) If the Merchant fails in his obligations under the preceding subpart (1) the Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be liable for

resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Carrier against any resulting loss, damage, or liability suffered by the Carrier.

17. Delivery.

(A) Any mention in this Bill of Lading 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.

(B) The Carrier shall have the right to deliver the Goods at any time at the Vessels side, customhouse, warehouse, wharf, or any other place designated by the Carrier, within the geographic limits of the port of discharge or place of delivery shown on the face of this Bill of Lading

(C) The Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting Carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Carrier's responsibility.

(D) In case the cargo received by the Carrier is containers packed by or on behalf of the Merchant (1) The Carrier shall only be responsible for delivery of the total number of containers received (2) The Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes, to types of items or pieces (3) At the Carrier's discretion and upon the Merchant's request in writing to the Carrier at least 3 days prior to the scheduled date of arrival of the Vessel at the port of discharge containers may be unpacked and their contents delivered by the Carrier in accordance with the written request. In such a case if the seal of the containers is intact at the time of unpacking all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged the Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred

(E) If the Goods have been packed into a container by the Carrier, the Carrier shall unpack the container and deliver its contents and the Carrier shall not be required to deliver the Goods in the container. At the Carrier's discretion, and subject to prior arrangement between the Merchant and the Carrier, the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Carrier shall not be responsible for any loss or damage to the contents of the container.

18. Transshipment and Forwarding

(A) Whether arranged beforehand or not, the Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not owned or operated by the Carrier.

(B) The Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store them afloat or ashore and then forward them by any means of transport.

(C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding.

(D) In case of Port-to-Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not including within the ship's itinerary or the Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Carrier nor its Vessel shall be deemed to be the agent or principal of a prior or subsequent Carrier notwithstanding the issuance by the Carrier of a bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Carrier.

19. Fire

The Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Carrier.

20. Lien

(A) The Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurrage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, attorney fees, and other fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contract for custody or carriage of the Goods. Carrier may foreclose the lien by selling the Goods without notice to the Merchant privately or by public auction. If on sale of the Goods the proceeds fail to cover the amount due and the costs and fees incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(B) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant.

21. Freight and Charges

(A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight.

(B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods.

(C) The Payment of freight and/or charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or, at Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom at the place of payment.

(D) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and after payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal.

(E) If the Goods are not available when the Vessel is ready to load: (1) The Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant.

(F) The Merchant shall be liable for and shall indemnify the Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by the Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods refused exportation or importation by any public authority.

(G) If the Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, the Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant.

(H) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading.

22. Notice of Claim and Time for Suit against Carrier

(A) Unless notice of loss or damage and the general nature of such loss or damage be 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 loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.

(B) Where the loss has occurred in the custody of a Inland Carrier, the Carrier shall be discharged from all liability in respect of loss unless notice of claim is filed and suit is brought within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered or the time period prescribed by the Inland Carrier's contract of carriage, tariff or by law covering such Inland Carrier or overland carriage whichever is less (in the United States, pursuant to the Carmack Amendment, 49 U.S.C. §11-107(a), suit must be brought within nine months).

(C) In any event, the Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served on a jurisdiction obtained over the Carrier within such time.

23. Limitation of Liability

(A) Subject to subpart (B) below for the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Carrier shall not be liable for any loss of profit or any consequential loss.

(B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules applies:

(1) The Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules. Each unpackaged vehicle, or other piece of unpackaged cargo on which freight is calculated, constitutes one unit. The limitation in Article IV (5) of the Hague Rules is deemed to be the nominal value of GBP 100. Article IX of the Hague Rules is deemed to be deleted. Carrier's maximum liability shall in no event exceed either GBP 100 lawful money of the United Kingdom per package or unit, or USD 2.00 per kilogram of gross weight of the Goods lost or damaged, or the actual value of such goods whichever is less, unless the nature or value of such Goods have been declared by the Shipper before shipment and inserted on the reverse side of this Bill of Lading and extra freight paid.

(2) The limitation amount when U.S. COGSA is applicable is an amount not exceeding USD 500 per package or customary freight unit, but not more than the actual value of the goods lost or damaged, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. Each unpackaged vehicle, or other piece of unpackaged cargo on which freight is calculated, constitutes one customary freight unit. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Carrier shall not be liable to pay any compensation.

(3) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

(4) Under no circumstances shall the Carrier be liable for the loss of or damage to any items or merchandise not declared in writing by the Merchant to the Carrier, including without limitation any items, merchandise or personal effects placed by the Merchant or his agent or representative in any package or vehicle or container. The Merchant further agrees to indemnify the Carrier against all consequences, expenses and damages of any kind arising or resulting from Merchant's failure to disclose in writing any description or particular or item, including merchandise or personal effects, to the Carrier.

24. General Average: New Jason Clause

(A) General average shall be adjusted, stated and settled at any port or place as the Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Carrier. The general average statement shall be prepared by the adjusters appointed by the Carrier. Average agreement or bond and such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery of the Goods.

(B) 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 consequence of which the Carrier is not responsible by statute, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers.

25. Both to Blame Collision

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. 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 other accident.

26. General Provisions: Rust, etc.

The term "apparent good order and condition" when used in this Bill of Lading does not mean with reference to iron, steel, or metal products, including machinery and motor vehicles, that the Goods when received were free from visible rust or moisture. It is agreed that superficial rust, oxidation or any other condition due to moisture is not a condition of damage but is inherent to the nature of the Goods.

27. Intermodal Transportation

(A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Ocean or Inland Carrier upon request.

(B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable bill of lading

28. Carrier's Tariff

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between

the Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail except that the applicable Tariff shall govern as to freight.

29. Severability of Terms

The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability, of any other part or term shall not be affected.