

LINER BILL OF LADING

1. Shipper

Reference No.

B/L No.



Euroafrica Shipping Lines Limited

3105 Limassol, 229 Arch. Makariou III Avenue,
Cyprus

Correspondence address:

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WEST AFRICA SERVICES

3. Notify address

4. Pre-carriage by*

5. Place of receipt by pre-carrier*

6. Vessel

7. Port of loading

8. Port of discharge

9. Place on delivery by on-carrier*

10. Marks and Nos.

for FCL shipments container
marks and nos, to be stated

11. Number and kind of packages

12. Description of goods

13. Gross weight

14. Measurement

Particular above declared by Shipper

Freight and charges

SHIPPED on board in apparent good order and condition; weight, measurement, marks, numbers, quality, contents and value unknown, for carriage to the Port of Discharge or so near thereto as the Vessel may safely get and lie always afloat, to be delivered in the like good order and condition at the aforesaid Port unto Consignees or their Assigns, they paying freight as indicated to the left plus other charges incurred in accordance with the provisions contained in this Bill of Lading. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, terms and conditions on both pages, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant.

Law and Jurisdiction:

Any claim or action against the Carrier, arising from or in connection with this Bill of Lading whether in breach of contract or in tort or otherwise shall be exclusively governed by Polish law and brought before the competent court in Szczecin, Poland.

One original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

IN WITNESS whereof the Master of the vessel, or agent duly authorised by the Master or by the Carrier has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.

15. Freight payable at

16. Place and date of issue

17. Number of original bs/l

18. Signed for Carrier, i.e.
for Euroafrica Shipping Lines Limited

1. Definitions.

The term "Carrier" when used in this Bill of Lading shall mean the party on whose behalf this Bill of Lading has been signed. Whenever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Consignee and the Shipper, who are shown on reverse side of this Bill of Lading, and furthermore: the receiver of the Goods therein indicated and/or owner of these Goods, as well as the holder of the Bill of Lading. The term "Goods" shall mean the whole or any part of the cargo received from the Shipper and includes the packaging and any equipment or container not supplied by or on behalf of the Carrier. The term "Vessel" includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage by sea.

2. Paramount Clause.

- (1) This Bill of Lading shall have effect subject to any national law making the International Convention for the Unification of certain rules of law relating to Bills of Lading signed at Brussels on 25th August 1924 (the Hague Rules) or the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (the Hague/Visby Rules) and by the Protocol signed at Brussels on 21st December 1979) compulsorily applicable to this Bill of Lading. If any term of this Bill of Lading is repugnant to that legislation to any extent, such term shall be void to that extent but no further. Neither the Hague Rules nor the Hague/Visby Rules shall apply to this contract where the goods carried here under consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.
- (2) Save where the Hague or Hague/Visby Rules apply by reason of (1) above, this Bill of Lading shall take effect subject to any national law in force at the port of shipment or place of issue of the Bill of Lading making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules that shall then be applicable to the extent they are compulsory.
- (3) Where the Hague, Hague/Visby Rules are not compulsorily applicable to this Bill of Lading, the carrier shall be entitled to the benefits of all privileges, rights and immunities contained in Articles I to VIII of the Hague Rules, save that the limitation sum for the purposes of Article IV Rule 5 of the Hague Rules shall be GBP 100.

**Jurisdiction clause moved to front page side*

3. Period of Responsibility.

The Carrier or his Agent shall not be liable for loss of or damage to the Goods during the period before loading and after discharge from the Vessel, howsoever such loss or damage arises.

The Carrier is in charge of the Goods at the port of loading from the moment of loading them on the Vessel and at discharge to the moment of discharging from the Vessel.

4. The Scope of Voyage.

As the Vessel is engaged in liner service the intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or deviation or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including (but not limited to) maintenance of Vessel and crew.

5. Substitution of Vessel, Transshipment and Forwarding.

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the Goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the Goods or part of them beyond their port of destination, and to tranship, land and store the Goods either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the Goods is other than the Vessel's port of discharge, the Carrier acts as Forwarding Agent only. The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

6. Lighterage.

Any lighterage in or off ports of loading or ports of discharge to be for the account of the Merchant.

7. Loading, Discharging and Delivery

of the cargo shall be arranged by the Carrier's Agents unless otherwise agreed. Lashing, stowing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his Agent shall tender the Goods when the Vessel is ready to load and as fast as the Vessel can receive and but only if required by the Carrier also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the Vessel may leave the port without further notice and dead freight is to be paid.

The Merchant or his Agent shall take delivery of the Goods and continue to receive the Goods as fast as the Vessel can deliver and but only if required by the Carrier also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the Goods and any discharge to be deemed a full fulfillment of the contract, or alternatively to act under Clause 15.

The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the Goods as above. If the Goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction.

The Merchant shall accept his reasonable proportion of unidentified loose cargo.

8. Live Animals and Deck Cargo.

In the case of live animals the Carrier shall not be liable for any loss, damage, injury, illness or death, howsoever caused, whether or not the Carrier contributed to the same. Goods which in this Bill of Lading are stated as being carried on deck and are so carried, shall be carried solely at the risk of the Merchant and the Carrier shall not be liable for any loss or damage howsoever caused whether or not the Carrier contributed to the same.

9. Option.

The port of discharge for optional cargo must be declared to the Vessel's Agents at the first of the optional ports not later than 48 hours before the Vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional port and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

10. Freight and Charges.

- (a) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 8 percent shall run from the date when freight and charges are due.
- (b) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excess causes and for all expenses caused by extra handling of cargo for any of the aforementioned reasons.
- (c) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the Vessel shall be paid by the Merchant.
- (d) The Merchant shall be liable for all fines and/or losses which the Carrier, Vessel or cargo may incur through nonobservance of customs and/or import or export regulations.
- (e) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the Goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight measurement or value verified.
- (f) All Freight shall be paid when due without any set-off, counter claim, or deduction. Every Person defined as Merchant in clause 1 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 each of them hereunder latest while demanding the release of the Goods.

11. Lien.

The Carrier shall have a lien for any amount due under this contract and costs of recovering same and shall be entitled to sell the Goods privately or by auction to cover any claims.

12. Delay.

Advised sailings and arrivals are only estimated times. The Carrier shall not be responsible for any loss or damage sustained by the Merchant through delay of the Goods.

13. General Average, Salvage and Amended Jason Clause.

General Average shall be adjusted according to York-Antwerp Rules 1994, at Gdymia or their port of discharge at Carrier's option, and as to matters not provided for by these Rules, in accordance with the law and practice at the place where the adjustment is drawn up, provided however, that the cost of handling on board, discharging, reloading or restowing cargo, fuel or stores, including shifted cargo, whether at port or place of loading, call or refuge, together with all storage and other charges incidental thereto, shall be allowed in General Average when the handling, discharging, reloading or restowing was necessary for the common safety or for the safe prosecution of the voyage. Unless otherwise agreed by the parties, the Carrier shall have the right to appoint the Average Adjuster to decide the place where the adjustment will be drawn up and to select the currency of the adjustment.

In the event of General Average, the Carrier may require the Merchant to sign an Average Bond and to pay a cash deposit before the Goods are released to the Receiver; cash deposits to be transferred to other currency at Carrier's option. If the Carrier delivers the Goods to the Merchant without claiming any Average Bond, deposit or other security as deemed acceptable by the Carrier the Merchant, by receiving the Goods, becomes personally liable for the contribution to the General Average up to the C.I.F. value of the Goods, provided the Carrier notifies the Merchant within three months after receipt by the Merchant of the Goods of his intention to declare General Average.

If the Merchant fails to furnish the Carrier with the required particulars regarding the value of Goods (especially the shipped value in case of a combined transport and/or coastwise carriage) or the value declared seems in Carrier's opinion incorrect, the value of the Goods shall be fixed by a surveyor appointed by the Carrier or by the Average Adjuster.

Cargo's contribution in General Average shall be paid to the Carrier even if such average is due to the fault, neglect or error of the master, pilot or crew or to the unseaworthiness of the Vessel not resulting from any lack of due diligence on the part of the Carrier.

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 Merchant shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

In the event of salvage services being rendered to the Vessel or to the Goods, the Carrier may require the Merchant to furnish such separate security in respect of the Goods as may be demanded by the salvor to satisfy his claim for salvage remuneration.

If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel belonged to strangers. In case of collision or other accidents, salvage, etc. the measures and arrangements of the Captain or the Carrier shall be collectively binding upon the Merchants.

14. Both to Blame Collision Clause.

(This clause to remain in effect even if unenforceable in the Courts of the United States of America.)

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or recovery to or any claim whatsoever of the owner of the said Goods paid or payable by the other or non-carrying vessel or her Owner to the owner of said cargo and set off, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

15. Government directions, War, Epidemics, Ice, Strikes, etc.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the transport would expose the Vessel or any Goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.

(c) Should it appear that epidemics, quarantine, ice labor troubles, labour obstructions, strikes, lockouts, any of which onboard or on shore -difficulties in loading or discharging would prevent the Vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port.

(d) The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the Goods.

(e) If any situation referred to in this clause may be anticipated, or if for any such reason the Vessel cannot safely or without delay reach or enter the loading port of must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued.

(f) The Merchant shall be informed accordingly if possible.

16. Parties' Responsibilities.

The Bill of Lading shall be prima facie evidence of taking in charge by the Carrier of the Goods as therein described in respect of their particulars provided that the Carrier had reasonable means of their checking. The proof to the contrary is not admissible when this Bill of Lading has been issued in negotiable form and has been transferred to a third party.

The Shipper shall be deemed to have guaranteed to the Carrier the accuracy at the time the Goods were taken in charge by the Carrier of the description of the Goods, their marks, numbers, measurements, quantity and weight, as furnished by the Shipper, and he shall indemnify the Carrier against all loss, damage and expenses arising out of or resulting from the inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit the responsibility and liability under this Bill of Lading (or otherwise) to any person other than the Shipper.

The Carrier shall in no event be liable for loss or damage to the Goods if the nature or value thereof has been knowingly mis-stated in the Shipper's (or other relevant party being the Merchant) declaration. Furthermore, any liability of the Carrier, if arising, should, without the prejudice to other exclusions or limitations of the Carrier's liability available to the Carrier under this Bill of Lading, be limited to the actual loss suffered by the Merchant.

17. Sub-contracting, Exemptions and immunities of all sub-contractors, servants and agents of the Carrier.

The Carrier shall be entitled to sub-contract on any terms for the whole or any parts of the carriage of the Goods, or their loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. It is hereby expressly agreed that no sub-contractor, servant or agent of the Carrier shall, in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which is the Carrier entitled hereunder shall also be available and shall extend to protect every such sub-contractor, servant or agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his sub-contractors, servants or agents from time to time and all such persons shall to this extent be or deemed to be parties to the contract evidenced by this Bill of Lading.

The Carrier shall be entitled to be paid by the Merchant on demand any sum recovered or recoverable by the Merchant or any other from such sub-contractor, servant or agent of the Carrier for any such loss, damage or delay or otherwise, up to the extent such sum had been earlier covered by the Carrier.

The expressions "sub-contractor", "servant" and "agent" used herein in respect of the parties employed by the Carrier shall include direct and indirect sub-contractors, servants and agents of the Carriers, in particular (but not limited to) the owners of the Vessel the Goods are loaded to.

18. Optional Stowage, Unitisation.

- (a) Goods may be stowed by the Carrier as received or, at Carrier's option by means of containers, or similar articles of transport used to consolidate Goods.
- (b) Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.
- (c) The Carrier's liability for cargo stowed as aforesaid shall be governed by the Hague Rules or Hague/Visby Rules as incorporated herein notwithstanding the fact that the Goods are being carried on deck and the Goods shall contribute to general average and shall receive compensation in general average.

19. Currency Clause.

If the currency, in which the freight and charges are quoted is devalued between the date of the freight agreement and date when the freight and charges shall be automatically and immediately increased equivalent to the extent of the devaluation of the said currency. When the Carrier has consented to payment in other currency than the mentioned currency, then all freight and charges shall, subject to the preceding paragraph, be paid at the highest selling rate of exchange for banker's sight draft current on the day when such freight and charges are paid. If the banks are closed on the day when the freight is paid, the rate to be used will be one in force on the last day the banks were open.

SPECIAL CLAUSES

A. Dangerous Goods.

- (1) No Goods which are or may become dangerous. Inflammable or damaging (including radio-active material(s), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without his express consent in writing and without the container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as comply with any applicable laws, regulations or requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become a dangerous inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight.
- (2) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during carriage.
- (3) Any lift weighing over two tons gross must be declared in writing to the Carrier or Master before shipment and the weight must be stenciled clearly on the package. All expenses for loading and discharging of lifts of more than five tons to be borne by the Merchant unless expressly agreed otherwise. In case ship's gear is used the Merchant is to bear the full cost as assessed by the Carrier. All handling as aforesaid is deemed to be at the sole risk of the Merchant.
- (4) Whether or not the Merchant was aware of the nature of the Goods or their weight, the Merchant shall indemnify the Carrier against all claims. Losses, damages or expenses arising in consequence of any breach of the provisions of this clause.
- (5) Nothing contained in this clause shall deprive the Carrier any of his rights otherwise provided for.

B. Refrigerated Cargo.

A loading certificate issued by the Classification Society's Surveyor or any Other competent person shall be conclusive evidence as to the fitness and safety before and at the beginning of the voyage of the refrigerated cargo installation for the reception, carriage and preservation of refrigerated cargo. The Carrier shall not be obliged to provide for refrigerated storage ashore. Consignee to take delivery of refrigerated cargo as soon as the Vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expenses.

C. Merchant's packed containers.

- (I) If a container has not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods caused by:
 - (a) the manner in which the container has been filled, stowed, packed, stuffed or loaded; or
 - (b) the unsuitability of the Goods for carriage in containers; or
 - (c) the unsuitability or defective condition of the container provided that where the container has been provided by or on behalf of the Carrier this paragraph (c) shall only apply if the unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the container was filled, stowed, packed, stuffed or loaded.
- (II) The provisions of sub-clause (I) of this clause will also apply with respect to trailers, transportable tanks, flats and pallets that have not been filled, stowed, packed, stuffed or loaded by or on behalf of the Carrier.
- (III) The Carrier is not responsible or liable in respect of the functioning, malfunctioning or any defect whatsoever associated with reefer equipment, containers, trailers, transportable, tanks, flats and pallets which have been supplied by the Merchant.
- (IV) The Merchant shall indemnify the Carrier against any loss, damage liability or expense referred to in sub-clause (I), (a), (b), (c), (II) and (III) above, save that where the loss, damage, liability or expense was caused by a matter referred to in paragraph (I) (c) the Merchant shall not be liable to indemnify the Carrier in respect thereof unless one of the provisions referred to in that paragraph apply.

D. Iron and Steel Angles, Bars, etc., loose or in bundles.

Every piece and bundle shall be distinctly marked with oil paint and every bundle must be securely fastened and metal tagged, otherwise the Carrier shall not be responsible for correct delivery and all expenses incurred at the port of discharge consequent upon insufficient marking or securing will be payable by Consignees.

E. Demurrage.

The Carrier shall be paid demurrage at the daily rate of 1 EUR per ton of the Vessel's gross register tonnage if the Vessel is not loaded or discharged with the dispatch set out in clause 7, any delay in waiting for berth at or off port to count. Provided that if the delay is due to causes beyond the control of the Merchant, 24 hours shall be deducted from the time on demurrage as well if the loading or discharge is delayed by the nature of the cargo and/or respective regulations and/or restrictions of Government or Authority.

Each Merchant shall be liable towards the Carrier for a proportionate part of the total demurrage due, based upon the total freight on the Goods to be loaded or discharged at the port in question. No Merchant shall be liable in demurrage for any delay arisen only in connection with Goods belonging to other Merchants. The demurrage in respect of each parcel shall not exceed its freight.

F. Liner Berth.

All Goods carried under this Bill of Lading to be loaded and discharged at the regular berth of the line only or on other berth as per Carriers exclusive discretion only.

G. Weighing on Board.

Weighing on board during discharge is only allowed by permission of the Carrier or his Agent. If permission is given all additional expenses incurred to the Carrier and in connection with such weighing, whether in respect of extra stevedoring or other, shall be for account of the Merchant.

H. Freight whether payable at destination or elsewhere as previously agreed, except as for prepayable freight, to be considered as earned upon shipment and not to be returned or relinquished, Vessel and/or Goods lost or not lost.

I. It is understood, that the fixed freight rate is based upon the actual rate of exchange of the currency, valid at the time of signing of agreement, in which the freight rate was agreed and/or will be paid. Irrespective of any quotations, bookings or contracts made, whether firm or provisional, owners reserve the right to alter freight rates owing to variations in rates of exchange. Such alterations shall come into effect immediately and will not be subject to any quotation period.