SHIPPER		B/L No.
		SHIPPERS REF.
CONSIGNEE or ORDER		<b>₹ EuroAfrica</b>
NOTIFY PARTY AND ADDRESS (it is notif	agreed that no responsibility shall attach to the Carrier y the Consignees of the arrival of the goods (see claus	EuroAfrica Shipping Lines Cyprus Limited 3105 Limassol, 229 Arch. Makariou III Avenue, Cyprus  Correspondence address: 70-952 Szczecin, ul.Energetyków 3/4, Poland Tel. +48 91 81 43 255/256, fax +48 91 81 43 315, e-mail: info@euroafrica.com.pl, www.euroafrica.com.pl
Pre-Carriage By	Place of receipt by Carrier*	Agent:
Vessel	Port of Loading	
Port of Discharge	Place of Delivery by Carrier	
ABOVE PARTI		WITHOUT RESPONSIBILITY OF OR REPRESENTATION BY CARRIER (SEE CLAUSE 11) FER TO CLAUSE 7(4) ON REVERSE SIDE (US TRADE ONLY)
* TOTAL No. OF CONTAINERS/PACKAG	ES RECEIVED BY THE CARRIER F	ed by the Carrier from the Shipper in apparent good order and condition (unless otherwise noted herein) the totr r or quantity of Containers or other packages or units indicated in the box opposite entitled "* Total No. or
MOVEMENT	L	r or quantity of containers or other packages of units indicated in the box opposite childen "olai Not." prest/Packages received by the Carrier" for Carriage subject to all the terms and conditions hereof (INCLUDING TH URISDICTION CLAUSE SET OUT IN CLAUSE 24 ON THE REVERSE SIDE AND GENERAL TERMS AN TIONS ALSO SET OUT ON THE REVERSE HEREOF TOGETHER WITH THE TERMS AND CONDITIONS O ARRIERS APPLICABLE TARIFF) from the Place of Receipt or the Port of Loading, whichever is applicable, to the

FREIGHT AND CHARGES (indicate whether prepaid or collect): Origin Inland Haulage Charge Origin Terminal Handling/LCL Service Charge Ocean Freight Destination Terminal Handling/LCL Service Charge

Destination Inland Haulage Charge

Port of Discharge or the Place of Delivery, whichever is applicable. One original Bill of Lading must be surrendered, duly endorsed, in exchange for the Goods. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms and conditions whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant.

PLACE AND DATE OF ISSUE

IN WITNESS of the contract herein contained the number of originals stated opposite have been issued, one of which being accomplished, the other(s) to be void.

FOR Euroafrica Shipping Lines Cyprus Limited as Carrier:

NUMBER OF ORIGINAL BILLS OF LADING

### TERMS AND CONDITIONS

(Enlarged print available from the Carrier or his agent)

1. DEFINITIONS
In this Bill of Lading the word:

"Carrier" means the party named in the Signature box on the face hereof.

"Merichard" includes any Person who at any time has been or becomes the Shipper, Holder, Consignee, Receiver of the Goods, any Person who owns or is entitled to the proposession of the Goods or of this Bill of Lading and any Person acting on behalf of any persection of the Goods or of this Bill of Lading and any Person acting on behalf of any "Merchant" includes any Person who at any time has been or becomes the Shipper, rolloric, Consignee, Receiver of the Goods, anyPerson who owns or is entitled to the possession of the Goods or of this Bill of Lading and any Person acting on behalf of any such Person.

Supplementary of the Contractor includes (but is not limited to the possession of the Bill of Lading, "Person "includes but is not limited to lowers and operators of vessels (other han the Carrier), testedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier inprofromance of the Carrieriage and any sub-contractors thereof. "Industries (but is not limited to) owners and operators or designed operators, road and rail transport operators and any independent contractor employed by the Carrier inprofromance of the Carrieriage and any sub-contractors thereof." "Industries" in the Carrieriage and any sub-contractor or most one of the Carrieriage and any sub-contractors or missions of the Carrieriage and any sub-contractors or missions of the Carrieriage. "Goods" means the whole or any part of the carpo neceived from the Shipper and includes the packing and any equipment of Container not supplied by or no healfort flore Carrier." "Container" includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate goods and any annellary equipment.
"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.
"Port of Discharge" means any port at which the Goods are discharged from any vessel (which may be either a feeder vessel or an ocean vessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lading.
"Port of Discharge" means any port at which the Goods are discharged from any vessel (which may be either a feeder vessel or an ocean vessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lad

indicated on the face hereof in the relevant spaces.
"Port to Port" arises if the Carriage is not Combined Transport.
"Shipped on Board" relates only to the Container into which the Goods are

"Shipped on Board" relates only to the Container into which the Goods are manifested.
"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

Tariff and this Bill of Lading.

"Hague Rules" means the provisions of the International Convention for the Unification of Cartain Rules relating to Bills of Lading signed at Brussels on 29th August, 1924 and includes the amendments by the Protocol signed at Brussels on 29th August, 1924 and includes the amendments by the Protocol signed at Brussels on 29th Garbary Long by Long by Long and Long a

2. CARRIER'S TARIFF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating tocontainer and vehicle demurrage. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In the case of inconsistency thereen this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY
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.

# 4. SUB-CONTRACTING AND INDEMNITY (1) The Carrier shall be entitled to Sub-cor

act the Carriage on any terms

(1) The Carrier shall be entitled to Sub-contract the Carriage on any terms whatsoever.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person whomsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person, or any vessel owned by any such Person, any lability whatsoever in connection with the Goods of the Carriage of the Goods whether or not arising out of more of the Carrier of the Goods whether or not arising out of more of the Carrier of the Goods whether or not arising out of more of the Carrier of the Goods whether or not arising out of more of the Carrier of the Goods whether or not arising out of more of the Carrier of the Car

his deminis, and is received.

The provisions, does so not only on his own behalf but also as agent and trustee for such Persons or vessel.

(3) The provisions of clause 4 (2), including but not limited to the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the currying vessel, or the control of the control o

## 5. CARRIER'S RESPONSIBILITY

S.CARRER'S RESPONSIBILITY
Port-O-Port Shipmer is Port-O-Port Bing is Port-O-Port Shipmer in Cardiary as Port-O-Port Bing is Port-O-Port Bing in Cardiary and Cardiary and Cardiary Cardi

# 6. CARRIER'S RESPONSIBILITY Combined Transport

Combined Transport.

If Carriage is Combined Transport, the Carriar undertakes to perform andlor in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, the Port of Discharge or the Place of December of Loading, whichever is applicable, and save as is otherwise provided for in this Bill of Lading, the Carrier shall be listle for loss or damage cocurring during the Carriage only to the extent set out bulow.

1) If the stage of the Carriage during which the loss or damage occurred is not known (a) Exclusions

If the stage of the Carriage during which the loss or damage cocurred is not known, the Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

Carrier shall be relieved of liability for any loss or damage if such loss or damage was caused by:

(I) an act or omission of the Merchant.

(Ii) instificiency of or defective condition of packing or marking.

(III) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

(IV) inherent vice of the Goods.

(IV) strike, lock-out, stoppage or restraint of labour, from whalever cause, whether partial or one partial or or neneral.

or general.

(VII) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevently the exercise of reasonable diligence.

(VIII) any set or omission of the Carrier the consequences of which he could not (VIII) any set or omission of the Carrier the consequences of which he could not (VIII) any set or omission of the Carrier the consequences of which he could not (VIII) any set of the carrier than the consequence of which he could not (VIII) any set of the carrier than the consequence of the causes or or of semantic was due to one or more of the causes or

In the control of the

I cannot be departed from by private contract to the detriment of the Merchant, and (i) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect for the particular stage of the Carriage during which the loss or demand cocurred and received as evidence thereof any particular document which must be issued in order to make such international convention or actional law applicable, or the saved in order to make such international convention or actional law applicable, or the saved in order to make such international convention or actional law applicable, or the saved in order to make such international convention or actional law applicable, or the saved in order to make a saved to the saved in th

apply. For the purposes of Clause 6(2), references in the Hague Rules to carriage by sea shall be deemed to include references to all waterborne Carriage and the Hague Rules shall be construed accordingly.

(3) If the Place of Receipt or Place of Delivery is not named on the face hereof Subject to Clauses 5

(3) If the Place of Receipt or Place or Delivery is not named on me race nerver output.

(a) If the Place of Receipt is not trained on the face-hereof the Carrier shall be under or

(a) If the Place of Delivery is not a form on the face-hereof the Carrier shall be under

(b) If the Place of Delivery is not ramed on the face hereof the Carrier shall be under no

liability what success for to leading names to the Goods, however occurring, if such loss

or damage arises subsequent for discharge from the vessel.

(4) Notice of Loss or Damage

Unites Clause 23 applies, the Carrier shall be deemed prima face to have delivered the

Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods,

however, the control of the Cooks of the Cooks

Place of Delivery is named on the face hereof) before or at the time of removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Cading, or, if the Joss or damage is not apparent, within three working days therestaffer. (5) Time-bar Unless Clause 25 applies, the Carrier shall be discharged of all liability whatsoever in respect of the Goods unless sult is brought and notice thereof given to the Carrier within nine months after delivery of the Goods or, if the Goods are not delivered, ten months after the date of issue of this Bill of Lading.

(1) Basis of Compensation
Unless Clause 25 applies, compensation shall be calculated by reference to the value of the Goods at the place and time they are delivered to the Merchant, or at the place and time they should have been delivered. For the purpose of determining the extent of the Condress Isability for loss of or changes to the Goods, the sound value of the Goods is agreed to be the FOBIFCA Invoices value plus freight and insurance if paid.

(2) if the Goods are not subject to an invoice value the value of the Goods shall be determined according to the current natural control of the Condress of the Condress

quality.

(3) Hague Rules Limitation

(3) Hague Rules are applicable by national law, the liability of the Carrier shall in no

event exceed the limit provided in the applicable national law, if the Hague Rules are
applicable otherwise than by unational law, in determining the liability of the Carrier the

### Advances are event as the Carrier to th

(4) Ad Valorism

The Merchant grees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided for in this Bill of Lading way not be claimed unless, with the consent of the Carrier, the value of the Goods declared by the Shipper prior to the commencement of the Carriage is stated in this Bill of Lading and extra Freight paid, if regivend. In that case the amount of the declared value shall be substituted for the limits laid down in this Bill of Lading. Any partial loss or of tamage shall be adjusted for ratio on the basis of such declared value.

or damage shall be adjusted pro rata on the basis of such declared value.

(§) Delay

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Delay of the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Delay of the Carrier shall in no circumstances whatsoever and however arising be liable for direct, indirect or consequential loss or damage caused by delay.

(§) Scope of Application

(a) The terms and conditions of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the supply of a Container to the Merchant, not only during the Carriage but also during the periods prior to and/or subsequent to the Carriage.

(b) The rights, defences, limitations and illustries of whatsoever nature provided for in (b) The rights, defences, limitations and illustries of whatsoever nature provided for including the carriage but are considered to the contract of th

consequential loss or canage or seaso processors. (Tipspection by Authorities as place, a Container has to be opened for the Goods to they order of the authorities at place, a Container has to be opened for the Goods to they order of the authorities at place to the container than the container as result of any opening, unpeckling, inspection or repeaking. The Cartier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the

### 8. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

(1) The Carrier shall not be liable for loss of or damage to the Goods caused by matters beyond his control, including, inter alia, without prejudice to the generality of this exclusion:

beyond his control, including, inter alia, without prejudice to the generality or unexclusion:
(a) the manner in which the Container has been packed, or
(b) the unsuitability of the Goods for Cartiage in the Container supplied, or
(c) the unsuitability or defective condition of the Container, or the incorrect setting of
sylemperature controls thereof, provided that, if the Container has been supplied by
or on behalf of the Carrier, this unsuitability, defective condition or incorrect setting
out have been apparent upon inspection by the Merchant or prior to the time when
the Container was packed, or
(d) packing temperature controlled Goods that are not at the correct temperature for
Carriage.
(3) The Shipper is responsible for the packing and sealing of all Shipper-Packed
Containers and, if a Shipper-Packed Containers is delivered by the Carrier with his
original seal as affixed by the Shipper intact, the Carrier shall not be liable for any
shortage of Goods ascertained at delivery.

(7) The Merchant shall indemnify the Carrier against any loss, damage, liability or

shortage of Goods ascertained at delivery.

(3) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in Clause 8(1), save that, if the loss, damage, liability or expense was caused by a matter referred to in Clause 8(1)(1); the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provisor referred to in that Clause applications.

The Carrier or any Person to whom the Carrier has sub-contracted the Carriage or any Person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, weigh and/or measure the Goods.

## 10. CARRIAGE AFFECTED BY CONDITION OF GOODS

16. CARBLAGE AFFECTED BY CONDITION OF GOODS
If appares any rime that due to be intercondition, the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures (in relation to the Container or the Goods the Carrier, without notice to the Merchant (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Carrier gives thereof, and/or order orders or the Goods, and/or abundon the Carrier, and the shore or aflost, under cover or in the open, at any place, whicheve the Carrier, in his admitted discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

indemnify the Carrier against any additional expense so incurred.

11. DESCRIPTION OF GOODS

(1) 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, of the total number of Containers or other packages or units indicated in the box on the face hereof entitled. "Total hox of Containers' packages received by the Carrier." Containers are to the except as otherwise the containers' most of the containers' packages received by the Carrier. A carrier as to the valled of the containers of the carrier shall be under no responsibility whatsoever in respect of shauld beeright contents, make a container of the containers of any Letter of Credit and/or Import Licence and/or Sale Contract and/or Import of Corder number and/or details of any contact to which the Carrier and party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant of pass the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

Igrees to Indemnity the Carter against an arrive spanning to this Bill of Lading.

The Merchant acknowledges that, except when the provisions of Clause 7(4) apply, the value of the Goods is unknown to the Carrier.

12. SHIPPER'SIMERCHANT'S RESPONSIBILITY
(1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly
and severally laide to the Carrier for the due fulfilment of all obligations undertaken by
the Merchant in this Bill of Lading, and remain so liable throughout Carriage
norwhitstanding which rawing transferred this Bill of Lading androff the to the Goods to

the Merchant in this Bill of Lading, and remain so liable throughout Carriage motivathstanding wheth having transferred this Bill of Lading and tritle to the Goods to another party.

(2) The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overled have been checked by the Shipper on receipt of this Bill of Lading and that such particulars, and any other particulars fundished by one behalf of the Shipper, are adequate and correct. The Shipper also warrants that the Goods are lawful Goods and selved the Carrier of the Ca

expense incurred as a result thereof.

(6) Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers occurring during such provide. The Merchant shall also indemnify the Carrier for any loss, damage, injury, lines or expenses caused or incurred by such Containers whilst in this corroll.

whilst in his control.

1.3 F.REIGHT

(1) Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be padd and non-returnable in any event.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the control of carrier.

Freight has been calculated on the basic of particulars from the control of Carriage is made. Should there be any subsequent change in these costs, the Carrier are covered additional religit from the Merchant whether or not Freight is prepaid or collect and whether or not Carriage has commenced.

(4) All Freight has been called be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

(5) Any Person engaged by the Merchant to perform forwarding services in respect of the Goods shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Fright to such Person shall not be considered payment to the Carrier in any event. Failure of such Person to pay any part of the Freight to the Carrier shall be considered adefaulty the Merchant in the payment of Freight.

14. LLEN.
The Carrier shall have a lien on the Goods and any documents related thereto for all sums payable to the Carrier under this contract. The Carrier shall allow have a lien against the Marchant on the Goods and any documents related thereto for all sums due from lim to the Carrier under any other contract. The Carrier may exercise his lien at any time and any place at his sold discretion, whether the contractual Carriage is completed or not. In any piece at his sole discretion, whether the contractual carriage is completed or not. In any event any lien shall extend to cover the cost of recovering the sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant at any time and at any place at the sole discretion of

To OPTIONAL STOWAGE AND DECK CARGO
(1) The Goods may be packed by the Carrier in Containers and consolidated with other
goods in Containers
(2) Goods, whether or not packed in Containers, may be carried on decl or under decl, in
(3) Goods, whether or not packed in Containers, may be carried on decl or under decl, in
(3) Goods, whether or not packed in Containers, may be carried on the container types or eny
oversel-in apace commonly used in the radie of the carried of goods, without notice to
the Merchant. All such Goods whether carried on deck or under decl, shall participate in
offeneral average and shall be deemed to be within the definition of goods for the purpose
of the Hague Rules and shall be carried subject to hose Rules.
(3) Novelhetanding Cause 15(2), in the case of Goods which are stated on the face
hered as being carried on deck and which are so carried the Hague Rules shall not apply
on the carried on the carried on the carried to the carried to the specific or the carried to the ca

In (I.V.E ANIMALS)

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier's shall be under no liability whatsoever for any injury, illness, death, delay or destruction to such live animals howsoever arising. Should the Master in his sole discretion consider that any live animal is likely to be injurious to any other live animal or any person or property on board, or to cause the vessel to be delayed or the control of the c

"I. METHODS AND ROUTES OF CARRIAGE
(1) The Carrier may starty time and without notice to the Merchant:
(a) the appropriate of carrier may starty time and without notice to the Merchant:
(a) the amount of carriage whateover,
(b) at marker the Goods from one conveyance to another, including but not limited to
translipping or carriage whateover wessel than that manned on the face hereof,
(c) unpack and remove the Goods which have been packed into a Container and forward
them in a Container or otherwise,
(d) proceed by any route in his discretion (whether or not the nearest or most direct or
customary or advertised route), at any speed, and proceed to or stay at any place or port
whatsoever, once or more often and in any order,
(e) load or unload the Goods at any place or port (whether or not such port is named
overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such

offended as a three for Louise and a second of the second

(a) armit the vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked.
(2) The liberties set out in Clause 17(1) may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other goods, bunkering, underpoing repairs, adjusting instruments, picking or a landing my persons, including but not limited to loading or unloading other goods, bunkering, underpoing repairs, adjusting instruments, picking or a landing my persons, including but not limited to person involved with the underpoint of the vessel and assisting vessels in all situations. Anything done in accordance with Clauser 17(1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.
(3) By tendering the Goods for Carriage of the vessel and assisting or subject to any particular attention, or for Carriage otherwise than in a Container, the Merchant accepts that the Carriage may properly be undertaken in a general purpose container.

## 18. MATTERS AFFECTING PERFORMANCE

16. MATTERS AFFECTINO PERFORMANCE:
If any time the Carriage, the vessel or or are likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind other ann the inability of the Goods, due to their condition, as they or properly to be carried or carried further) and howsover arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this count carried was entered into or the Goods were received for Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Metchant and at the sold discretion of the Carrier, eithers an explicate, the carrier of the Carrier (whether or not the Carrier (whether or not the Carrier) and the carrier (whether or not whether or not the Carrier (whether or no

or
(b) Suspend the Carriage of the Goods and store them ashore or affoat upon the terms of
this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier
makes no representations as to the maximum period of such suspension of Carriage. If the
harder decide between the terms of this Clause (18) thee, notwithbastanding the
harder of Carrier or Carrier of the Carrier or th

or (c) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled for full Freight on the Goods received for Carriags, and the Merchant shall pay and didtional costs of the Carriage to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route under Clause 18(b) or to suspend the Carriage under Clause 18(b) this shall not prejudice his right subsequently to abandon the Carriage.

19. DANGEROUS GOODS
(1) No Goods which are or may become dangerous, inflammable, damaging or injurious of the control of the c

for elsewhere.

20. NOTIFICATION AND DELUFEY
(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for
(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for
(1) Any mention herein of parties to be notification shall not timovive the
Carrier in any liability nor relieve the Merchant of any obligation hereunder.
(2) Where the Carrier shall be at liberty to discharge the Goods or any part thereof without notice
infectly they come to hand at or ont on any wharf, craft or place, on any day and at any time
whereupon the isability of the Carrier (if any) in respect of the Goods or that part thereof
discharged as afloresaid shall wholly cases, notwithstanding any custom of the port to
become payable if craft are used other than at the request of the Merchant, incircumstances where the Goods or that part thereof so discharged could have been
discharged ashore without additional delay. The Goods for that part thereof as the case
may be) shall nevertheless not be deemed to be discharged for the purposes of this
Clause and of Clause 5 until they are discharged from such craft and the Merchant shall
like delivery of the Goods upon discharge. All exposures, incurred by reason of the
Merchants' failure to take delivery of the Goods as aloresaid shall be for the Merchant shall

\*\*Where the Conformace alled for the With Bill III claudine is Combined Transport, the

take delivery of the Goods upon discharge. All expenses, incurred by reason or true merchan's failure to take delivery of the Goods as aforesid shall be for the Merchan's account.

(3) When the Carriage called for by this Bill of Lading is Combined Transport, the Goods within the time provided for in the Carrier's applicable Tariff seed Clause? (4) His delivery of the Goods within the time provided for in the Carrier's applicable Tariff seed Clause? (4) His decilivery of the Goods or any part thereof is not taken by the Merchant to take olivery thereof whether the Carrier is entitled to call upon the Merchant to take olivery thereof whether the Carrier shall be entitled without notice to unstow the Goods or that part thereof if showed in Cortainers and to to store the Goods or that part thereof if showed in Cortainers and to to store the Goods or that part thereof as thore, afford, in the open or under cover, at the sole risk of the Merchant to Low showed the Cortainer and the seven the Carrier shall be entitled without notice to unstow the Goods or that part thereof as thore, afford, in the open or under cover, at the sole risk of the Merchant both Carrier shall continue the developer the continuer of the control of the Carrier shall be entitled to the carrier of the Carrier shall continue the developer the control of the Carrier shall continue the developer the control of the Carrier shall continue the developer the control of the Carrier shall continue the developer the control of the Carrier shall continue the carrier shall continue the carrier rhow the Merchant to the Carrier from the Merchant of the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof.

(7) in the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein, without stipulating any particular terms and conditions to apply during said amende Carriage, to the earth provided by the applicable Tariff the terms and conditions of this Bill of Lading shall continue to apply, but only until the Goods are delivered by the Carrier to the Merchant tha memoded Place of Delivery. Once the applicable Tariff cases to provide for the continued application of the terms and conditions of the Bill of Lading in the Carrier shall set as a spent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery, then the Carrier shall set as a spent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery and the Carrier shall set as a spent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery and the Carrier shall set as a spent only of the Goods to the amended Read to the Carrier shall set as a spent only of the Carrier shall be called the Merchant to take delivery of the Goods under Clause 20(4) or (5), the Carrier is obligad to hand over the Goods into the custody of any customs, port or other authority, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading.

### 21. FCL MULTIPLE BILLS OF LADING

21.FCL MULTIPLE BILLS OF LADING
(1) Goods will only be delivered in a Container to the Merchant if all Bills of Lading in respect of the contents of the Container have been surrendered authorising delivery to a single Merchant at a single Place of Delivery, in the event that its requirement is not fulfilled the Carrier may ungach the Container and, in event that this requirement is not hilling the Carrier may ungach the Container and, in event that the Bills of delivery shall constitute due delivery hereunder, but will only be effected against adjument by the Merchant of LCL Service Changes and any charges appropriate to LCL Goods (as laid down in the Tarriff) together with the actual costs incurred for any additional services rendered.

(2) If this is an FCL multiple Bill of Lading (as evidenced by the qualification of the tall schowledged overleaf in the effect that it is "One of ... part cargoes in the Container'), then the Goods detailed overleaf are said to comprise part of the contents of the Container Machal. If the Carrier is required to deliver the Goods to well more than one Merchant and if all or part of the total Goods within the Container change that one than one Merchant and if all or part of the total Goods within the Container shall take delivery thereof (including any damaged portion) and bear any shortage in such proportions as the Carrier shall in his absolute discretion determine, and such delivery shall constitute due delivery hereunder.

22 GENERAL AVERAGE AND SALVAGE
(1) In the event of accident, damage or disaster before or after the
commencement of the voyage, resulting from any cause whatsoever, due to negligence
or not, for which, or for the consequences of which, the Carrier is not responsible, by
statute, contract or otherwise, in Merchant shall contribute with the Carrier in general
average to the polyment of any sacrifices. Iosses or expenses of a general average nature
that may be made of mocreef, and shall pay salvage and special charges for lowered.

stable, contract or otherwise, the Merchant shall contribute with the Carrier in general average to the payment of any accritices, losses or expenses of ageneral average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Gord.

The payment of any accritices, losses or expenses of ageneral average incurred in respect of the Gord.

The payment of any accritication of the Carrier shall be adjusted according to the YorkAntwerp Rules of 1984 or any subsequent amendment thereto at any port or bleace and in any currency at the polition of and by an adjuster appointed by the Carrier with the test of reasonableness in the Rule Paramount being made on the basis of what was known at the time of the general average act and not subsequently with the benefit of hindsight. Any general average on a vessel not operated by the Carrier (whether a seagoing or inland waterways vessely shall be adjusted according to the requirements of the operator of that vessel. In either case the Merchant shall give such east deposit of the operator of that vessel. In either case the Merchant shall give such east deposit of the operator of that vessel. In either case the Merchant shall give such east deposit of the operator of that vessel. In either case the Merchant shall give such east deposit of the operator of that vessel. Any security, other than cash deposits, must be given by contribution of the Carrier Such Security with the contribution of the Carrier Such Security of the Carrier shall be under no obligation to exercise any lien for general average contribution of the the Merchant.

(3) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbusraments and on the date of completion of discharge of the vessel for allowances, contributory values, etc.

(5) In the event of

spent to settle salvage remuneration, without any prior communeration, settle salvage remuneration, without any prior communerations of the settle se

is issued, in addition to the contribution due.
(7) In the event of any general average credit balances due to Merchants still being unclaimed 5 years after the date of issue of the adjustment, these shall be paid to the Carrier, who will hold such credit balances pending application by the Merchants entitled

23. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading, unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.

24. LAW AND JURISDICTION
(I) Unless Clause 25 or 27 applies, any claim against the Carrier under this Bill of Lading shall be determined according to English Law in the High Court of Justice in London.
(2) The Carrier shall be entitled to pursue any claim against the Merchant in London coording to English Law or in any jurisdiction in which the Merchant has asset but on in according and the Merchant has asset but the in accordance with the local law of that jurisdiction.
(3) Nothing herein shall prevent the parties to any claim or dispute under this Bill of Lading from agreeing to submit the claim or dispute to arbitration by mutually acceptable entitle and arbitratrots) on mutually acceptable entitle and the state of the s

25. VALIDITY
In the event that anything herein contained is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be

26. LIMITATION OF LIABILITY
For the avoidance of doubt, it is hereby agreed by the Merchant that the Carrier qualifies
and shall be regarded as a person entitled to limit liability under the relevant Convention
on the Limitation of Liability for Maritime Claims. Except to the extent that mandatory is not the contrary applies in the appropriate jurisdiction (in which case said law shall apply),
the size of the fund to which the Carrier may limit liability shall be calculated by
suitablying the limitation fund of the activity was said after relevant time by the number of
TEUs (thereby "Fod. Equivalently about at that time for which the Carrier is the
contracting carrier and dividing that total by the total number of TEUs abouts at that time.

contracting carrier and dividing that total by the total number of TEUs aboard at that time.

27. USA CLAUSE PARAMOUNT (if applicable)

(if) Garniage includes carriage to, from or through a port in the United States of America, this Bill of Lading shall be subject to the United States Carriage of Goods by Sea Act 1935 (if) COSSA), the terms of which are incorporated herein and shall be paramount the Carrier or this Sub-Contractor at the sea terminal in the United States of America Aborelora Ioding on the Newson of States of America Aborelora Ioding on the Vesselor and States of America Aborelora Ioding on the Vesselor and States of America Aborelora Ioding on the Vesselor and States of America Aborelora Ioding on the Vesselora India on the India States of America Aborelora Ioding on the Vesselora India on the Iodina India of America Aborelora Iodina of America India on the Iodina India of America Aborelora Iodina of America India of India India of India of

unless the varue or use vocations of Clause 24, if Carriage includes carriage to, from or through a port in the United States of America, the Merchant may refer any claim or diseque to the United States of America, the Merchant may refer any claim or diseque to the United States District Court for the Southern District of New York in accordance with the laws of the United States of America.

28. BOTH-TO-BLAME COLLISION CLAIDS of the state of the st