

RECEIVED without warranty as to condition or content from the shipper, or shipper's agent, the number of containers or other packages or units said by the shipper to contain the goods described in the "Particular Furnished By Shipper" to be transported from the port of discharge, or so near thereto as a carrying vessel, or other craft used can get, lie and leave always in safety and afloat under all conditions of tide, water and weather, and there to be delivered to consignee or on carrier on payment of all charges due thereon. Carrier makes no representation as to the correctness of the particulars furnished by the shipper.

In accepting this of lading, the shipper, consignee, holder hereof and the owners of the goods agree, the same as if signed by each of them, that the receipt, custody, carriage, relay, delivery and any transshipping of the goods are subject to the terms appearing on the face and back hereof, which shall govern the relations, whatsoever they may be, between shipper, consignee, the owner of the goods and any holder hereof and carriers, its agents, contractors, employees, master and vessel in every contingency occurring and whether carrier be acting as such or bailee. Carrier shall have the right stow containers, vans or trailers on deck and without notice as per Clause 9. The terms hereof shall not be deemed waived by carrier except by written waiver signed by carrier or its duly authorized agent. The word carrier shall include the owner, operator, charterer and master of the vessel and any substitute carrier whether the owner, operator, charterer or master shall be acting as carrier or bailee.

1. **CLAUSE PARAMOUNT.** This bill of lading shall have effect subject to all the provisions of the carriage of Goods by Sea Act of the United States of America, approved April 16, 1936 as if set forth herein. The defenses and limitations of said act shall apply to goods whether carried on or under deck, to carriage of goods between U.S. ports, or between non-U.S. ports, before the goods are loaded on and after they are discharged from the vessel, and throughout the entire time the goods are in the custody of carrier, whether acting as carrier, trucker, warehouseman, bailee or stevedore. In no event shall the carrier be liable for consequential, punitive or exemplary damages or any claim for loss of profits. If this bill of lading is issued or the goods are delivered to a locality where there is in force a compulsorily applicable carriage of Goods by Sea Act, ordinance or statute similar to the international convention for the unification of certain rules relating to bill of lading dated at Brussels, August 25, 1924, then it is subject to such Act, ordinance or statute before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the actual custody of carrier, whether acting as carrier, trucker, warehouseman, bailee or stevedore. Carrier shall be entitled to the full benefit of all rights and immunities under, and all limitations of or exemptions from liability contained in, any law of the United States or any other place whose law shall be compulsorily applicable. If any term of this bill of lading be repugnant to the carriage of goods by Sea Act of the United States or any other law compulsorily applicable, such term only shall be void to that extent but no further. This bill of lading shall be construed and the rights of the parties hereunder determined according to the laws of the United States.

2. **PARTIES COVERED.** If it shall be adjudged that any person other than the owner or demise charterer (including the master, time charterer, agents, stevedores, warehouseman, lashers, truckers, watchmen and other independent contractors) is the carrier or bailee of the goods, or is otherwise liable in contract or in tort, all rights, exemptions, and limitations of liability provided by law and by the terms of the bill of lading shall be available to such other persons. In contracting for the foregoing rights, exemptions, and limitations of liability, carrier is acting as agent and trustee for the persons above mentioned.

3. **SCOPE OF VOYAGE.** The voyage herein contracted for shall include ports in or out the advertised, geographical, usual or ordinary route or order. The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may before or after proceeding toward the port of discharge, make trial trips or tests, take fuel or stores at any port in or out of the regular course of the voyage, sail with or without pilots, tow and be towed, and save or attempt to save life, vessels in distress or other property; and all of the foregoing included in the contract voyage. Carrier shall have the right, without notice, to substitute or employ a vessel, watercraft, or other means rather than the vessel named herein to perform all or part of the carriage. When the port of destination or discharge is not served by carrier's containership, carrier may, at any intermediate port, break bulk the cargo shipped in containers.

4. **RISKS AND LIBERTIES.** In any situation which in the judgment of carrier or the master is likely to give rise to risk of seizure, arrest, detention, damage, delay to, or loss of any goods or the vessel, or to make it imprudent for any other reason to receive, keep or load the goods, or continue the voyage, or discharge the goods, carrier or the master shall have the right (a) to decline to receive, keep or load the goods or to discharge them at any convenient port or place and to require the shipper or person entitled thereto to take delivery and if he fails to do so, to store them at the risk and expense of the goods; or (b) to discharge the goods into any lighter, craft, depot or other place; or (c) to retain the goods on board until the return trip or until such time as carrier or the master deems advisable; or (d) to substitute another vessel or to tranship or forward the goods, or any part thereof, by any means, but always at the risk and expense of the goods. Any disposition of the goods pursuant to this clause shall constitute complete performance of this contract by carrier who shall be free of further responsibility. For any and all service rendered as herein provided, carrier shall be entitled to reasonable extra compensation and shall have a lien on the goods. Goods shut out or not loaded on a vessel for any reason can be forwarded on a subsequent vessel or by feederships, lighter, aircraft, trucks, trains or other means in addition to the ocean vessel, or its substitute, to accomplish the carriage herein without liability to the carrier. At no time is carrier to be liable for delay or consequential damage.

5. **GOVERNMENTAL ORDERS.** Carrier or the master shall have liberty to comply with any orders, directions, regulations, request or suggestions given by or received from the government of any nation or by any person purporting to act with the authority of such government. Any disposition of the goods pursuant to this clause shall constitute completion of the contract of carriage by carrier, and the goods thereafter shall be solely at their own risk and expense.

6. **PACKING OF CONTAINERS - SHIPPER'S GUARRANTY - INDEMNITY.** Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are packed by the shipper or shipper's agent and no responsibility shall attach to carrier for any loss or damage caused to contents by shifting, overloading, or failure to label or properly chock, lash or pack the goods in the container or within their individual packages. The shipper or shipper's agent shall properly seal containers loaded by them. The shipper, or its agent shall carefully inspect and clean containers, if necessary, before packing them. Acceptance and packing of the containers shall be prima facie evidence that the containers were sound, clean and suitable for use and shall relieve the carrier for any damage to goods resulting from the condition of the container used. "Containers" as used herein include all types of containers for dry, liquid, and perishable cargo, as well as vans and trailers. The shipper, consignee, holder hereof and owner of the goods agree to be liable for and shall hold harmless and indemnify carrier for any injury, loss or damage, including fines, penalties, and reasonable attorney's fees arising from the shipper's failure to properly describe, label, stow or secure the goods in containers or to clean containers and also for damage or expense caused by the goods to the containers, other property, or for injury or death to persons.

7. **PERISHABLE GOODS.** Goods or foods of a perishable nature will be carried in ordinary containers, vans or trailers and without special protective services unless there is noted on the face of the bill of lading that such perishable goods will be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped container, van or trailer in accordance with protective services and charges offered in carrier's tariff. The shipper, consignee, holder hereof and owner of the goods agree to be responsible for the operation of temperature controlled equipment, including maintenance and repair during all times before containers, vans or trailers are delivered to carrier at the port of loading and after delivery by carriers at the port of discharge. Shipper on their agent to be solely responsible to ensure proper setting of temperature controlled unit. When a loaded container, van or trailer is received, carrier will maintain the air temperature in the container to within a range of plus or minus 5 degree Fahrenheit of the temperature requested by the shipper on the face hereof.

8. **LIVE ANIMALS.** Live animals, birds, and fish are received, kept and carried solely at shipper's risk of accident, disease or mortality and without warranty or undertaking whatsoever by carrier.

9. **STOWAGE ON DECK.** Goods stowed in any covered-in space or loaded in a container, van or trailer carried on deck shall be deemed to be stowed under deck for all purposes, including General Average and the carriage of goods by Sea Act the Hague Rules or other compulsorily applicable legislation.

If the goods are shipped on deck not in containers, they will be carried solely at the risk of the goods, and without any liability of the carrier for loss or damage resulting from such carrier.

10. **TRANSHIPMENT.** If the goods are destined for a port or destination not served by or other carriers serving through routes, then the goods will be transhipped or forwarded at the port of discharge served by carrier's (') vessel (s) or other mode of transport. In such case, or participating carriers will have no further duty or responsibility whatsoever as carrier, this bill of lading operating only as a document of title thereafter.

11. **DELIVERY AND STORAGE.** Except as to ports where carrier delivers goods directly to the consignee, delivery shall take place and carrier shall have no further responsibility when the goods are landed upon a safe dock, lighter, or other craft, port or government authorities, terminal operators and warehouses. At ports where carrier delivers goods to consignee, if the consignee does not take delivery as soon as the goods are ready, the goods shall thereafter be at their own risk and expense. Carrier shall have the right, but no the duty, to store containers in the open before loading or after discharge.

12. **EXPENSES, FINES.** The shipper and consignee shall be liable for, and shall indemnify the carrier and vessel and hold them harmless against, and the carrier shall have a lien on the goods for; all expenses and charges of mending, repairing, fumigating, devanning, restowing, storing or reconditioning, and all expenses incurred for the benefit or protection of the goods, also for a payment, duty, fine or other expenses including but not limited to court costs, expenses, and reasonable attorney's fees incurred or levied upon carrier or the vessel in connection with the goods because of shipper's failure to comply with any laws or regulations.

13. **FREIGHT, LIENS, QUANTITY.** Freight shall be payable, at carrier's option, on gross weight, measurement, ton, or a value as set forth in carrier's shall have the right, but not the duty to open packages or containers and, if shipper's particulars are found to be erroneous, the shipper, consignee and the goods shall be liable for the correct freight charge and any expenses incurred in examining, weighing, measuring or valuing the goods. Full freight to the port of discharge named on the face of this document and all advance charges against the goods shall be considered completely earned on receipt of the goods by carrier, even though the vessel or goods are damaged or lost or the voyage is frustrated or abandoned. All sums payable to carrier are due when incurred and shall be paid in full, in United States currency, or, at carrier's option, in its equivalent in the currency of the port of discharge, or as specified in tariffs or conference agreement. The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to carrier for the payment of all freight, demurrage, general average and other charges, including but not limited to court costs, expenses and

reasonable attorney's fees incurred in collecting sums due carrier, payment of ocean freight and charges to a freight forwarder, broker or anyone other than, or its authorized agent, shall not be deemed payment to carrier and shall be made at payor's sole risk. Carrier shall have a lien on the goods, which shall survive delivery, for all charges due and may, without notice, enforce this lien by public or private sale of the goods and other property belonging to the shipper, consignee, holder hereof or owner of the goods, which may be in carrier's possession.

14. **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 the servants of carrier in the navigation or in the management of the vessel, the owner of the goods carried hereunder will indemnify carrier against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners of said goods 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 carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision, contact, stranding or other accident.

15. **GENERAL AVERAGE.** General average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XXII thereof, at the place selected by carrier, and as to matters not provided for by these rules, according to the laws and usage at the port of New York. Average agreement or bond and such additional security as may be required by carrier, must be furnished before delivery. 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, carrier is not responsible, by statute, contract or otherwise, the goods, the shipper and the consignee shall contribute with carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of goods. If a salvaging ship is owned or operated by carrier, salvage shall be paid for as full and in the same manner as if the salvaging ship belonged to strangers. Cargo shall pay its contribution to General Average even when such average is the result of fault, neglect or error of the master, pilot or crew. The shippers and consignee's expressly renounce all codes, statutes, laws or regulations which might otherwise apply.

16. **FIRE.** Carrier shall not be liable for any loss or damage to goods occurring at any time, even though before loading on or after discharge from the vessel, by reasons or by means of any fire whatsoever, unless such fire shall be caused by the actual fault or privity of carrier.

17. **VALUATION.** In the event of loss, damage or delay to or delay to or in connection with goods exceeding in actual value the equivalent of \$500.00 lawful money of the United States, per package, or in case of goods not shipped in packages, per shipping unit, the value of the goods shall be deemed to be \$500.00 per package or unit, unless the nature and higher value of goods have been declared by the shipper herein and extra charges paid as provided in carrier's tariffs. However, carrier's liability shall not exceed the invoice value of the goods. The word "package" shall include a container used to ship household goods or freight all kinds shipped under lump sum tariff, a liquid tank or dry bulk container, van or trailer, and cargo shipped on a skid, cradle, pallet or unitized load, group or assemblage. When the U.S. carriage of goods by Sea Act does not apply of its own force to goods not shipped in packages, the \$500.00 limitation shall apply to each shipping or customary freight unit or piece, provided always that any compulsorily applicable limitation shall apply in place of the \$500.00 limitation.

18. **NOTICE OF CLAIM - TIME FOR SUIT - JURISDICTION.** Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by carrier of the goods as described in the bill of lading. If the loss or damage is not apparent the notice must be given within three days after delivery. Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered. The contract evidence by or contained in this bill of lading is governed by the laws of the United States of America and any claim or dispute hereunder in connection herewith shall be determined exclusively by the U.S. District Court for the Southern District of Florida, Miami, Division.

19. **SHIPPER'S WARRANTIES.** The shipper warrants that he is the owner of and entitled to possession of the goods or has the authority of the owner and all persons entitled to possession of the goods to agree to the terms hereof.

20. **THROUGH AND BOARD BILLS OF LADING.** When used in or endorsed on this bill of lading the words "ON BOARD" shall mean on board the exporting vessel or on board another mode of transportation operated by or on behalf of the originating carrier and en route to the port of loading aboard the participating carrier's ship. Copies of said bill of lading form are available from such participating carrier or its agents on request. At all times when goods are in the care, custody or control of a participating land carrier such carrier shall be entitled to all rights, privileges, liens, limitations of and exonerations from liability, optional or discretionary rights, or right of indemnity granted to any carrier hereunder to the full extent permitted to participating carriers under any rules and regulations and laws relating to carriers.