



SEKO Container Lines Pte. Ltd.

Singapore Company Registration No. 202325398D

BILL OF LADING – TERMS AND CONDITIONS

Received by Carrier in external apparent good order and condition, with no visible damage unless as otherwise stated herein; the total number or quantity of containers, packages or other customary freight units to be transported hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, as applicable, Delivery of the Goods to Carrier for Carriage hereunder constitutes acceptance by Merchant: (i) of all the terms and conditions, whether printed, stamped or otherwise incorporated on the front and reverse of this Bill of Lading, and (ii) any prior representations and/or agreements for or in connection with the Carriage of Goods are superseded by this Bill of Lading.

1. Clause Paramount. The law applicable to the services performed under this Bill of Lading shall be as follows:
 - a) Insofar as this Bill of Lading covers Carriage of Goods by water by any vessel named herein or not, this Bill of Lading shall have effect subject to the provisions of the HVR including any statutory modification thereof compulsorily applicable to this Bill of Lading and the provisions of the HVR applicable shall be deemed incorporated herein.
 - b) Carrier shall be entitled to (and nothing to this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulations of any country (including, but not limited to, where applicable, any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America (“USA”) and amendments thereto where applicable, any provisions of the laws of the USA) and without prejudice to the generality of the foregoing also any law, statute or regulations available to the owner of the vessel(s) on which the Goods are carried.
 - c) This Bill of Lading shall be subject to the COGSA if Carriage takes place to from or through a port in the USA which terms shall be incorporated herein and shall be paramount throughout the Carriage by sea and at the sea terminals in the USA prior to loading and after discharge from the Vessel provided that Carrier shall not be liable for any loss, damage or delay to the Goods which occurs in the USA whilst the Goods are outside the sea terminal and not in custody of Carrier.



2. Definitions.

- a) "Bill of Lading" means this document and whether issued in paper or electronic form.
- b) "Carriage" means all operations and services undertaken or performed by or on behalf of Carrier with respect to the Goods.
- c) "Carrier" on whose behalf this Bill of Lading has been signed means SEKO Container Lines Pte. Ltd.
- d) "Charges" means and includes, but is not limited to, freight, costs, detention, demurrage and all other expenses and money obligations incurred and payable by Merchant and all collection costs for freight and other amounts due from Merchant including attorneys' fees and court costs.
- e) "COGSA" means the Carriage of Goods by Sea Act of the USA approved on April 16, 1936.
- f) "Container" includes any container (including an open top container), trailer, transportable tank, lift van, flat rack, pallet, or any similar article of transport used to consolidate Goods and any connected, ancillary or accessory equipment.
- g) "Goods" means the whole or any part of the cargo supplied by Merchant and described on the face side hereof and includes any Container or packing or equipment not supplied by or on behalf of Carrier.
- h) "Hague Rules" means the provisions of the International Convention for Unification of Certain Rules relating to Bills of Lading signed at Brussels on August 25, 1924.
- i) "Hague-Visby Rules" or "HVR" means the Hague Rules as amended by the Protocol signed at Brussels on February 23, 1968 (provided that nothing in this Bill of Lading shall be construed as contractually applying the said HVR) as set out in the Singapore Carriage of Goods by Sea Act 1972.
- j) "Merchant" includes the shipper, the receiver of the Goods, the endorsee, the consignee, the holder of this Bill of Lading, any Persons owning or entitled to the possession of the Goods or this Bill of Lading, importer, exporter, any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned Persons.
- k) "Person" includes an individual, a partnership, a body corporate or other entity.
- l) "Place of Delivery" means a place so named overleaf or any other place where Carrier has contracted to deliver the Goods when such place is other than the Port of Discharge.



- m) "Place of Receipt" means a place so named overleaf or any other place where Carrier has contracted to receive the Goods when such place is other than the Port of Loading.
 - n) "Port of Discharge" means a port or place so named overleaf or any other port or place where the goods are discharged from the Vessel.
 - o) "Port of Loading" means a port or place so named overleaf or any other port or place where the Goods are loaded onto the Vessel.
 - p) "Subcontractor" includes stevedores, marine terminals, independent contractors, agents, charterers and operators of vessels (other than Carrier), road and rail transport operators, warehouseman, and any other direct or indirect subcontractors. This applies whether or not such subcontractors are in direct contractual privity or not.
 - q) "SDR" means Special Drawing Rights as defined by the International Monetary Fund.
 - r) "Vessel" means and includes any waterborne craft used in the Carriage named in this Bill of Lading which may be a feeder vessel, lighter, barge, ship, watercraft, ocean vessel or any other means of water transport, or any conveyance owned, chartered, or operated by Carrier or used in whole or in part for the Carriage of the Goods under this Bill of Lading by Carrier for the performance of this contract.
 - s) "Verified Gross Mass" means the combined mass of a Container's tare mass and the masses of all packages and cargo items, including but not limited to pallets, dunnage, other packing material and securing materials packed in the Container and verified by one of the methods of weighing specified in SOLAS Chapter VI Regulation 2.
3. Subcontracting.
- a) Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the handling, storage, or carriage of the Goods and all duties undertaken by Carrier in relation to the Goods.
 - b) Merchant undertakes that no claim or allegations whether arising in contract, tort, bailment or otherwise shall be made against any Persons or vessels whatsoever, other than Carrier, including, but not limited to Carrier's employees, servants, agents, or subcontractors, any independent contractor and its servants or agents, stevedores, terminal and groupage operators, road and rail operators, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed, or undertaken which imposes or attempts to impose upon any such person or vessel owned and chartered by any of them or upon which the Goods have been carried any liability whatsoever in connection with the Goods or the Carriage of the Goods whether arising



out of negligence or not on the part of such person or vessel; and if any claim or allegation should nevertheless be made, Merchant undertakes to defend, indemnify and hold harmless Carrier against all consequences thereof.

- c) Without prejudice to the foregoing, every such Persons and vessels shall have the benefit of all provisions herein benefiting Carrier as if such provisions were expressly for its benefit and in entering into this contract Carrier, to the extent of these provisions, does so not only on its own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.
 - d) Merchant further undertakes to defend, indemnify and hold harmless Carrier against any claim or liability whatsoever (and any expense and all consequences arising there from) arising from the Carriage of Goods, whether or not arising out of negligence on the part of Carrier, insofar as such claim or liability is made other than in accordance with the terms of this Bill of Lading or which exceeds Carrier's liability under this Bill of Lading.
 - e) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against Carrier whether the action can be found in contract, in tort in bailment or otherwise.
4. Liability for Loss and Damage.
- a. Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.
 - b. It is agreed by Merchant that Carrier qualifies and shall be regarded as a person entitled to limit liability under any applicable convention for the Limitation of Liability for Maritime Claims notwithstanding that Carrier may have secured space on board the relevant Vessel by means of a slot charter, bill of lading, or other contract of carriage. Subject to any law compulsorily applicable to the Carriage to the contrary, and save to that extent, the fund to which Carrier may limit its liability in respect of all claims arising out of an incident shall be that part or proportion of the limitation fund applicable to the actual carrier that is available for Carrier's claims against the actual carrier.
 - c. Where the HVR or any legislation making either of such Rules compulsorily applicable (such as COGSA) to this Bill of Lading apply, Merchant agrees that Carrier has no knowledge of the value of the Goods and shall not, unless a declared value has been noted in accordance with Section 4.d. below, be or become liable for any loss or damage to or in



connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Where Carriage is to, from or through the USA, such limitation amount of Carrier or the Vessel according to COGSA is USD500 per package or customary freight unit unless a declared value has been noted in accordance with Section 4.d. below. If such Rules or legislation are not compulsorily applicable, subject to any other compulsory applicable convention or national legislation, the limitation amount shall not exceed the amount of SDR666.67 per package or shipping unit, or SDR2.00 per kilo of the gross weight of the Goods lost, damaged or delayed (whichever is higher) of the Goods lost, damaged or delayed or where Carriage includes Carriage to, from or through a port in the USA USD500 per package or shipping unit or USD2.00 per kilo of the gross weight of the Goods, whichever is less.

- d. Merchant agrees and acknowledges that Carrier has no knowledge of the value of the Goods and Carrier's liability may be increased to a higher value only by a declaration in writing of the value of the Goods by Merchant upon delivery to Carrier of the Goods for shipment, such higher value being inserted with the consent of Carrier on the front of this Bill of Lading in the space provided and, if required by Carrier, prepayment of extra freight and opting for full liability by complying with the terms of Carrier's Tariff. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata based on such declared value.
- e. Subject always to Section 4.a. to 4.d., where loss or damage is caused partly by a cause for which Carrier is liable, Carrier shall be liable only for the portion of the loss or damage proved by Merchant to have resulted from the cause for which Carrier is liable. Merchant shall indemnify Carrier (including legal and expert fees and disbursements) when Carrier pays damages in excess of its share of fault.
- f. If the value of the Goods is less than USD500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.
- g. Carrier shall not be liable for any loss or damage arising from:
 - a. An act or omission of Merchant or any person acting on behalf of Merchant (other than Carrier);
 - i. Compliance with the instructions of any person authorized to give them;



- ii. Handling, loading, stowage or unloading of the Goods by or on behalf of Merchant;
 - iii. Inherent vice of the Goods;
 - iv. Latent defects not discoverable by due diligence;
 - v. Lack or insufficiency of or defective condition of packing of Goods;
 - vi. Insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads;
 - vii. Fire, unless caused by actual fault of Carrier;
 - viii. Act of god;
 - ix. Act of war;
 - x. Act of public enemies;
 - xi. Arrest or seizure under legal process;
 - xii. Quarantine restrictions;
 - xiii. Strike, lock-out, stoppage or restraint of labor, from whatever cause, whether partial or general;
 - xiv. Riots and civil commotions; or
 - xv. Any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.
- h. The burden of proving prima facie that the loss or damage was due to one or more of the causes or events specified in Section 4.g. above shall rest upon Carrier, save that if Carrier establishes that the loss or damage could be attributed to one or more of the causes or events specified in Section 4.g. other than 4.g.i, 4.g.ii., 4.g.iii., 4.g.iv., 4.g.vi. and 4.g.xvi, it shall be presumed that it was so caused. Merchant shall be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.
- i. UNLESS OTHERWISE REQUIRED BY LAW, CARRIER SHALL NOT BE LIABLE FOR, AND MERCHANT HEREBY WAIVES ANY RIGHT TO CLAIM, ALL SPECIAL, CONSEQUENTIAL, INCIDENTAL AND PUNITIVE DAMAGES OF ANY SORT. The above limitation of liability includes, but isn't limited to, any claims for loss of profits or revenue, loss of customers, loss of use of the Cargo or Goods, cost of substituted Cargo, downtime costs, advertising costs, or labor costs of Merchant or Merchant's customers.
5. Notice of Claim.
- a. Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage or delay to, the Goods, indicating the general nature of such loss, damage or



delay shall have been given to Carrier or its representative at the Place of Delivery before or at the time of removal of the Goods into the custody of the person to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three (3) consecutive days thereafter. In case of damage not apparent upon inspection, the onus of proof that such occurred during Carriage shall be on Merchant. Any notation of loss or damage on the receipt or notice given by Merchant shall be unequivocal failing, which Carrier shall not accept responsibility for such loss or damage howsoever occurring.

- b. Where the Goods have been or may have been lost or damaged during the custody of Sub-Contractors, Carrier shall be discharged from all liability whatsoever in respect of the Goods unless the Merchant gives Carrier notice of loss and notice of claim in time for Carrier to comply with the requirements of the Sub-Contractors. It is Merchant's obligation to inquire as to those requirements. Carrier is not obliged to volunteer that information.

6. Merchant Warranties and Obligations.

- a. Merchant warrants that, in agreeing to the terms hereof, he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.
- b. Merchant acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agencies and/or third parties, and will immediately advise Carrier of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Merchant's behalf.
- c. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, Carrier relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Merchant. Merchant shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold Carrier harmless from any and all claims asserted and/or liability or losses suffered by reason of Merchant's failure to disclose information or any incorrect, incomplete or false statement by Merchant or its agent, representative or contractor upon which Carrier reasonably relied. Merchant agrees that Merchant has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the Goods.



- d. Once the Goods have been received by Carrier for Carriage, Merchant shall not be entitled either to impede, delay, suspend or stop or otherwise interfere with Carrier's intended manner of performance of the Carriage or the exercise of the liberties conferred by this Bill of Lading or to instruct or require delivery of the Goods at a place or point other than the Port of Discharge or Place of Delivery named on the reverse hereof or such other port or place selected by Carrier in the exercise of the liberties herein, for any reason whatsoever, including but not limited to the exercise of any right of stoppage in transit conferred by Merchant's contract or sale or otherwise. Merchant shall indemnify Carrier against all claims, liabilities, loss, damages, costs, delay, attorneys' fees, and/or expenses caused to Carrier, its directors, officers, sub-contractors, employees or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any stoppage (whether temporary or permanent) in the Carriage of the Goods whether at the request of Merchant, or in consequence of any breach by Merchant of this Section, or in consequence of any dispute whatsoever in respect of the Goods (including, but not without restriction, disputes as to ownership, title, quality, quantity or description of, and/or payment for the Goods) involving any one or more party defined herein as Merchant as between themselves or with any third party other than Carrier.
- e. Merchant undertakes that the Goods are packed in a manner, and if applicable stuffed into a Container (in the case of not being stuffed by or on behalf of Carrier), adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations, and requirements which may be applicable.
- f. Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during, and after the Carriage, of property (including but not limited to, Containers) of Carrier or any Person or vessel (other than Merchant) referred to in Section 6.e. above caused by Merchant or any person acting on its behalf or for which Merchant is otherwise responsible. Merchant shall indemnify Carrier, its servants, and agents for all losses, damages, liabilities, and expenses of whatever nature suffered or incurred by Carrier as a result of Merchant's failure to comply with Sections 6.a., 6.b., and 6.e. above, including but not limited to environmental damage or loss, clean-up costs, removal of hazardous material or substances and fines imposed by governmental agencies or port authorities.
- g. Merchant (and each of the persons within the definition of Merchant shall be jointly and severally liable and remain so whether or not the Bill of Lading has been transferred) shall be liable to Carrier for the due fulfilment



of all obligations to be undertaken by Merchant in this Bill of Lading and defend, indemnify, and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Bill of Lading or applicable law or from any cause in connection with the Goods for which Carrier is not responsible. Merchant's obligation to so indemnify, defend, and hold harmless shall include reimbursement of all expenses or amounts spent or incurred, including legal fees and expenses, penalties, or liabilities imposed, or loss of profit, directly or indirectly arising from or in connection with such failure or breach and shall not be defeated or reduced by any negligence on the part of or attributable to Carrier.

- h. Merchant undertakes to provide to Carrier or its agent the name and contact details of the consignee if not stated in the Bill of Lading.
- 7. Merchant Description of Goods. Merchant warrants to Carrier that all descriptions of the Goods, including, without limitation, the marks, number, gauge, measure, kind, quantity, and weight, furnished by Merchant are complete and correct, and Merchant shall indemnify Carrier against all losses, claims, damages, or charges arising from any such inaccuracy. Descriptions that are incomplete, including but not limited to, "FAK" designations are not acceptable. Merchant also warrants that the Goods are lawful goods according to the applicable laws including those of the country of the Place of Receipt and that of the Place of Delivery and are not, or do not contain, contraband, prohibited, or illegal substances, or articles, drugs or stowaways, and that the Goods are adequately packed and prepared for shipment and that neither the Goods nor the Carriage thereof will cause any loss, expense, or delay to Carrier or to the Vessel or to any other cargo during the Carriage.
- 8. Negotiability & Title to Goods. This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
- 9. Projects & Heavy Lifts. Single packages with a weight exceeding 1,000 kilograms gross weight not presented to Carrier in enclosed Containers or overweight Containers must be declared in writing by Merchant before receipt by Carrier. The weight of each such package must be clearly marked on the outside of such package in letters and figures not less than five (5) centimeters in height. For all projects and heavy lifts, which shall include but not be limited to, projects and heavy lifts identified as "break bulk," "out of



gauge,” and other shipments with unique requirements, Merchant shall provide Carrier with all appropriate information on the Goods sufficiently in advance of loading to enable the precautions which may be necessary for proper stowage and safe carriage of the Goods to be put into effect. Such information shall be confirmed in writing and by appropriate documents provided to Carrier prior to loading the Goods on the ship. The information shall include, at a minimum, a general description of the Goods, the gross mass of the Goods or of the unit(s) to be transported, and any relevant special properties of the Goods. If all such information is not fully and accurately provided to Carrier sufficiently in advance to loading and in accordance with the terms set forth herein, Merchant shall be responsible for and shall fully indemnify Carrier for all resulting losses, claims, damages or charges that should occur. Merchant agrees to comply with all laws or regulations that may be applicable during the Carriage concerning overweight Containers or any other heavy lift cargo and shall indemnify Carrier against any and all loss or damages or liability suffered or incurred as a result of Merchant’s failure to comply with this Section.

10. Scope of Voyage; Substitution of Vessel; Transshipment.
 - a. Carrier is entitled to at any time and without notice to Merchant to perform the transport in any reasonable manner and by any reasonable means, methods, and routes even where this may not have been contemplated or provided for.
 - b. The scope of the contracted voyage shall include usual or customary ports of call, whether or not named in this Bill of Lading, and ports within or outside the geographical, advertised, or customary route or order, even though the Vessel may sail beyond or in a direction contrary to the port of discharge, return to the original, port, or depart from the direct or customary route, including all canals, straits, and other waters. The vessel may call at any port for the purposes of the current, prior, or subsequent voyages. The vessel may omit calling at any port whether scheduled or not and may call at the same port more than once and may discharge the Goods during the first or subsequent call.
 - c. The Vessel shall have the liberty to, at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous Goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.
 - d. Carrier’s sailing schedules are subject to change without notice both as to the sailing date and the date of arrival. If this is a through Bill of Lading, no



- Carrier is bound to use any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise.
- e. Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.
 - f. Carrier shall be at liberty to transship, discharge cargo to lighters or other craft, land, and store the cargo either on shore or afloat and reship and forward the same. In the event that Carrier must engage lighters or other craft at the port, due either to local custom, necessities, or regulations requiring same, then Carrier shall engage such lighters, or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft shall constitute proper delivery, and any further responsibility of Carrier with respect to the Goods shall thereupon terminate.
11. Compliance with Laws. Carrier conducts its business ethically and in compliance with all laws in the countries where Carrier does business. Shipments are subject to all applicable international, federal, state, and local laws and regulations, including all anti-corruption laws such as the U.S. Foreign Corrupt Practices Act of 1977, as amended and the UK Bribery Act, as amended (collectively, the "Laws"). Customer shall not send any Shipment in any manner that violates any Law or is in violation of Anti-Corruption and Foreign Corrupt Practices Act Policy which can be found at: www.sekologistics.com Exporting Shipments to companies, organizations, or persons listed on the Specially Designated Nationals List, the U.S Debarred List, the U.S. Entity List, and other governmental lists are prohibited, including those on other lists of denied parties. Customer agrees not to use Carrier's services to transport cargo in any manner that violates any sanctions or embargoes of countries or persons, including U.S. sanctions and embargoes that exist at the time of sailing, including, but not limited to, against Belarus, Crimea, Cuba, Donetsk People's Republic and Luhansk People's Republic areas of Ukraine, Iran, North Korea, Russia, and Syria.
12. Force Majeure Events Affecting Performance.
- a. Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery. If at any time in the opinion of Carrier the performance of this contract as evidenced by this Bill of Lading is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind whatsoever including strike, labor disputes, acts of God, weather, mechanical failures, cyberattacks, civil commotions, acts



or omissions of customs or quarantine officials, epidemics, pandemics (including the COVID-19 pandemic), public authorities acting with actual or apparent authority, acts of carriers related to security, the nature of the freight or any defects thereof, inherent vice of the Goods, public enemies, hazards incident to a state of war, or acts of terrorism and if by virtue of the above Carrier has no duty to complete the performance of the contract, Carrier whether or not the transport is commenced may elect to treat the performance of this contract as terminated and place the Goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or may elect to deliver the Goods at the place of delivery.

- b. If, in the reasonable judgment of Carrier, the continued carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions, or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, then Carrier may discharge the cargo at the Port of Loading, or any other safe and convenient port.
 - c. In the event that epidemics, quarantine, ice, labor troubles, or obstructions, strikes, lockouts, difficulties in loading or discharging would prevent the vessel from leaving the Port of Loading or reaching or entering the Port of discharge or discharging in the usual manner and departing therefrom safely and without unreasonable delay, Carrier may elect to discharge the cargo at the Port of Loading or any other safe and convenient port.
 - d. The discharge of the Goods under any provision hereunder shall be deemed due fulfillment of the contract of carriage. In any event Carrier shall be entitled to full freight charges for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.
13. Government Directions. Carrier shall have liberty to comply with any order, directions, or recommendations in connection with the carriage under this Bill of Lading given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having the right to give such orders, directions or recommendations. Discharge or delivery of the Goods in accordance with the said order, directions or recommendations shall be deemed a fulfillment of the contract of carriage and any extra expenses incurred by Carrier in connection with this clause shall be paid by Merchant in addition to the freight and charges.
14. Pick Up and Delivery Times. Carrier does not undertake that the Goods or any documents relating thereto shall be picked up or transported or arrive or



- be available at any point or place during the Carriage or at the Place of Delivery at any particular time (whether advertised or not) or to meet any particular requirement of Merchant or any market or use of the goods and Merchant agrees that save as otherwise provided herein, Carrier shall under no circumstances whatsoever be liable for any direct, indirect or consequential loss, loss of profits or loss of market or loss of contract or loss of revenue or use claims, punitive or exemplary damages or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if notwithstanding Carrier is found liable for any such direct, indirect or consequential loss caused by such alleged delay, liability shall be limited to the freight or other charges applicable to the relevant stage of the Carriage.
15. Carrier's Containers. Merchant shall be liable to Carrier for damage to Carrier's Containers or equipment if such damage occurs while such equipment is under the control of Merchant or its agents. Merchant shall indemnify Carrier for any damage or injury to persons or property caused by Carrier's Containers during handling by or when in possession or control of Merchant. Merchant undertakes to return such Containers to Carrier within the time provided for in Carrier's applicable tariff; otherwise, Merchant shall pay Carrier for the demurrage or detention charges applicable to the Containers. Where Carrier is instructed to provide a Container in the absence of a written request to the contrary, Carrier is not under any obligation to provide a Container of particular type or quality.
16. Container Packed By Merchant. If Carrier receives the Goods already packed into containers:
- a. This Bill of Lading is prima facie evidence of the receipt of the particular number of Containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the Containers;
 - b. Merchant warrants that the stowage and seals of the Containers are safe, proper and suitable for handling and carriage;
 - c. Delivery shall be deemed as full and complete performance when the Containers are delivered by Carrier with the seals intact and Carrier shall not be liable for any shortage of Goods discovered at delivery; and
 - d. Carrier or any person authorized by Carrier shall be entitled, but under no obligation, to open any container or package at any time and to inspect the Goods.
 - e. Carrier shall not be liable for loss of or damage to Goods caused by any of the following:
 - i. The manner in which the Container has been stuffed or packed;



- ii. The unsuitability of the Goods for carriage in Containers;
- iii. The unsuitability or defective condition of the Container provided;
- iv. If the Container is not sealed at the commencement of the Carriage except where Carrier has agreed to seal the Container.
- v. Merchant shall defend, indemnify, and hold Carrier harmless against any loss, damage, claim, liability, or expense arising from one or more of the conditions covered by this section 16.

17. Temperature Controlled Cargo. Merchant agrees not to tender for transportation any Goods which require temperature control or humidity control without previously giving written notice (and filling in the appropriate notation on this Bill of Lading) of their nature and particular temperature range, or humidity range, to be maintained and receiving written approval from Carrier of such transport. Special containers with heating or refrigeration units may entail an increased freight rate or charge. In the case of a temperature-controlled Container stuffed by or on behalf of Merchant, Merchant further represents and warrants that the Container has been properly pre-cooled or pre-heated as applicable, that the Goods have been properly stuffed in the Container, and that its thermostatic controls have been properly set by Merchant before receipt of the Goods by Carrier. If these requirements are not complied with, Carrier shall not be liable for any loss or damage to the Goods caused by such noncompliance. Carrier shall not be liable for any loss 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 Carrier shall use reasonable care to maintain the refrigerated Container in an efficient state.

18. Dangerous Goods.

- a. Merchant may not tender Goods of a dangerous nature, which shall include but not be limited to: Goods considered to be hazardous, flammable, noxious, damaging, explosive, corrosive, poisonous, injurious, radioactive or any other damaging nature, without first submitting written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature and specific contents of the Goods with reasonable specificity as well as the names and addresses of the shippers and consignees. Whenever applicable, Merchant must provide Material Safety Data Sheets ("MSDS") for all Goods of a dangerous or hazardous nature. Merchant shall distinctly and permanently mark the nature and specific contents of the Goods on the outside of the package and Container and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods. If the Goods subsequently, in the judgment



of Carrier, become a danger to any person or property, Carrier, the Vessel, or other cargo, Carrier may dispose of the Goods without compensation to Merchant, and Merchant shall indemnify Carrier for any and all loss, damages, claims or expenses arising from such action.

- b. If any such Goods are delivered to Carrier without obtaining such written consent and without such marking or if in the opinion of Carrier the Goods are or are liable to become of a dangerous, explosive, corrosive, damaging, noxious, hazardous, poisonous, injurious, inflammable or any other damaging nature and cannot safely or properly be carried or carried further whether taking any measures or incurring additional expense or not, Carrier at its absolute discretion and without notice to Merchant (but as Merchant's agent only) may at any time or place take such measures as it considers appropriate and/or incur reasonable additional expense to continue the Carriage and/or arrange at Merchant's risk and expense for such Goods to be landed, stored, ashore or afloat, under cover or in the open, sold, destroyed, disposed of, abandoned, or rendered harmless without compensation to Merchant and without prejudice to Carrier's rights to Charges. Such action shall be deemed to constitute due delivery under this Bill of Lading and Merchant shall pay all Charges incurred by Carrier. In exercising its discretion hereunder, Carrier shall not be under any obligation to take any particular measure and should not be liable for any loss, damage or delay howsoever arising or any lack of action relating thereto. Carrier's liability shall cease upon such abandonment, storage, sale or disposal. Merchant shall be liable for and indemnify Carrier against all loss, damage or liability including loss of freight, and any claims, liability, loss, damage, delay, costs, fines and/or expenses directly or indirectly arising out of or resulting from such Goods and all resulting actions taken by Carrier, and shall post any necessary bonds or financial guarantees as may be required.

19. Inspection and Security.

- a. All shipments are subject to inspection by Carrier, by Carrier's agents, and by any duly authorized government entities, including, but not limited to, the U.S. Transportation Security Administration, U.S. Customs and Border Protection, and like entities; and any such inspections may break the seals of the shipment, in the course of inspection. Notwithstanding the foregoing right to inspect shipments, Carrier is not obligated to perform such inspection except as mandated by law. Further, Carrier reserves the right to unilaterally reject any shipment that it deems unfit for transport after inspection. If Carrier



deems a shipment unfit after inspection, Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to carry or to continue the carriage or to store the same ashore, afloat, under cover or in the open, in any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. Merchant shall indemnify Carrier against any reasonable expenses so incurred.

- b. If by order of the proper authorities at any point of the Carriage, the Goods or a Container has to be opened in which the Goods are removed and/or unpacked and/or unstuffed or similar in order to be inspected, Carrier will not be liable for any loss, damage or delay incurred either to the Goods, the Carriage or to the carrying vessel as a result of such inspection including the cost of opening, unstuffing, inspection or repacking, which cost shall be recoverable by Carrier from Merchant as part of the Charges.

20. Deck Cargo and Livestock.

- a. Carrier has the right to carry the Goods in any Container under deck or on deck, at Carrier's option, and notwithstanding any contrary custom or practice of the trade. Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and Goods so carried shall constitute under deck stowage for all purposes including the General Average.
- b. Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is livestock, or any other cargo which is to be stowed on deck, then Carrier shall not be liable for any non-delivery, delay or loss to Goods carried on deck, or livestock cargo, whether or not caused by Carrier's negligence or the Vessel's unseaworthiness. Carrier's receiving keeping, and transporting of live cargo, including without limitation plants, animals, birds, and fish, shall be without any warranty or undertaking and at Shipper's sole risk. Carrier shall not be responsible for any accident, disease, mortality, loss of or damage to live animals, birds, reptiles, fish or plants arising or resulting from any cause whatsoever including Carrier's negligence or the Vessel's unseaworthiness and shall have the benefit of all the provisions of this Bill of Lading, except those inconsistent with the provisions of this Clause.

21. Rust. It is agreed that superficial rust, oxidation, or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of the receipt of the Goods in apparent good order and condition is



not a representation that such condition of rust, oxidation, or the like did not exist on receipt.

22. Gold, Silver, Valuables, etc. Carrier shall not be responsible for damage or loss caused to precious metals and valuable Goods, which may include but shall not be limited to the following: jewelry, precious metals, gems or stones, securities, stocks, currency, heirlooms, other unique documents or any other valuable Goods. Carrier shall be relieved of any and all liability with respect to such goods unless Merchant has declared the true nature and value of such goods prior to tendering same to Carrier, has paid the supplementary insurance charge pursuant to this Bill of Lading, and Carrier has agreed to undertake the transportation of such goods.

23. Delivery, Loading and Discharge. Carrier shall have the right to deliver the Goods at any time or at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge. Loading and discharging may commence without prior notice, immediately upon arrival of the vessel. The port authorities are hereby authorized to load and unload the cargo from or to the vessel as fast as possible, including outside ordinary working hours notwithstanding any custom of the port and notwithstanding any weather conditions. If the Goods are not taken away by Merchant by the expiration of the next working day after the Goods are at Merchant's disposal, the Goods may at Carrier's option and subject to Carrier's lien, be sent to storage or be permitted to lie where landed but always at the risk and expense of Merchant. The responsibilities of Carrier in any capacity shall cease and the Goods shall be considered to be delivered, and at their own continued risk and expense, in every respect when taken into the custody of Customs or other Authorities.

24. Warehouseman Lien. In the following instances, Carrier shall have a warehouseman lien, notwithstanding any other benefits or remedies:

- a. If Goods should remain in Carrier's custody after discharge from the Vessel and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored at Merchant's expense.
- b. If Goods go into demurrage, Carrier shall assume the rights of warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other



person(s) entitled to receipt of the Goods upon payment of all charges due. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such goods. Carrier may assert a general lien for charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

25. Freight and Charges.

- a. Full freight and charges shall be deemed completely and irrevocably earned on receipt of Goods by Carrier, whether the freight charges are intended to be prepaid or collected at destination. Payment shall be in full and in check or by wire transfer to Carrier's receiving bank, in the currency named in this Bill of Lading or another currency at Carrier's option. Interest at the rate of 18% per annum or the legal maximum shall apply from the date when freight charges are due. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight charges to the freight forwarder is not payment to Carrier. Full freight charges shall be paid on damaged or unsound Goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and/or litigation, including reasonable attorneys' fees, regardless of whether or not litigation was filed.
- b. Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant. Carrier and Merchant agree that it might be difficult or impossible to assess damages if freight is incorrectly declared. Therefore, in case of incorrect declaration of the Goods, Merchant shall pay as liquidated damages a sum equal to three times the difference between the correct weight and the freight charged is - notwithstanding any other sum having been stated herein as freight payable. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier.
- c. Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and storage or other charges on the Goods if they are refused export or import by any government.



- d. All persons encompassed within the definition of "Merchant" shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances.
- e. All persons encompassed within the definition of "Merchant" shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

26. **Carrier's Lien.** Carrier shall have a general lien on any and all Goods, property (and documents relating thereto) of Merchant, including, but not limited to, the Goods and all property in Carrier's possession, custody or control or en route, for all amounts owed to Carrier in connection with any shipments of Merchant and expenses advanced by Carrier, including, but not limited to, any charges due for prior unrelated shipments, invoices, services performed by Carrier, or any acts or omissions for which Merchant is responsible and for General Average contributions to whomsoever due and for the costs of recovering the same. If such claim remains unsatisfied for thirty (30) days after demand for its payment is made, Carrier may sell the Goods, property (and documents relating thereto) at public auction or private sale, or so much as necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Carrier and the costs of recovering any such sum due. Carrier shall be entitled to claim the difference in the event that the sale proceeds do not discharge in full the amount due from Merchant. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. Carrier's lien shall survive the delivery of the Goods.

27. **Time Bar.** Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by Carrier within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered. Notwithstanding the above, where the Hague Rules of HVR or COGSA apply whether by incorporation in this Bill of Lading or by compulsorily applicable law, Carrier shall be discharged of all liability whatsoever in respect of the Goods unless such is brought in the proper forum within one year of their delivery or of the date when they should have been delivered. In the event that such time period shall be found contrary to any convention or law, the shortest period prescribed by such convention or law shall then apply, but in that circumstance only.

28. **Governing Law, Venue, Jurisdiction.**



- a. The contract evidenced by or contained in this Bill of Lading shall be governed by and construed in accordance with Singapore law and, save as may be compulsorily applicable under the local law of the place of loading or that of discharge, any dispute arising hereunder against Carrier, unless otherwise agreed by Carrier, shall be brought exclusively before the Singapore Courts. Any action by Carrier to enforce any provisions of this Bill of Lading may be brought before any court of competent jurisdiction at the option of Carrier.
- b. For shipments to or from the USA (including its districts territories and possessions), the contract evidenced by or contained in this Bill shall be governed by USA law.
- c. Where the Goods are subject to adverse or competing claims, Carrier may place the Goods in the custody of a court of competent jurisdiction for a determination of ownership and/or right to possession at the sole expense of Merchant, including Carrier's legal fees and disbursements. Carrier shall have no liability to Merchant arising out of such placement and Merchant consents to the exclusive jurisdiction of such Court.

29. General Average. General Average shall be adjusted at New York or any other port at Carrier's option, according to the York-Antwerp Rules of 1994. The General Average statement shall be prepared by adjusters appointed by Carrier. In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred with respect to the Goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to any non-party. As to matters not provided for by the York-Antwerp Rules 1994, General Average shall be adjusted, stated and settled according to the laws and usages of the port or place of adjustment, and in the currency selected by Carrier.

30. Both-to-Blame Collision. The Both-to-Blame Collision and New Jason clauses published and/or approved by BIMCO and obtainable from Carrier or its agent upon request are incorporated herein.

31. Carrier's Tariffs. The Goods carried hereunder are subject to all the terms and provisions of Carrier's applicable tariff or tariffs on file with the Federal Maritime Commission ("FMC") or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the said tariff or tariffs are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of such provisions are obtainable from Carrier or its agents upon request or from the FMC or from a government body with whom the tariff has been filed. In the case of



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

32. Severability. The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, null, void or unenforceable by any Court or regulatory or self-regulatory agency or body, such holding shall not affect the validity or enforceability of any other part or term hereof.

33. Headings Not Binding. The use of headings in this Bill of Lading are for ease of reference only. Headings shall have no effect and are not considered to be part of or a term of this Bill of Lading.

34. Variation of Contract. No employee or agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by an officer of Carrier.