RECEIVED by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the Goods, or the Container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein mentioned, to be carried subject to all the terms and conditions contained or incorporated in this Bill (defined hereinafter at Clause 1(1)) including both front and back pages where issued in paper form and Carrier's Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered unto order or assigns.

If issued in paper form and if required by the Carrier, this Bill duyle endowsed must be surrendered the Goods or Delivery Order.

In accepting this Bill, whether in paper or electronic form, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions contained or incorporated in this Bill whether written, typed, stamped, printed or otherwise, and as well, to be

bound by the Carrier's Tariff rules and regulations which are deemed incorporated herein, all of which supersede all previous agreements, including booking notes, dock and mate's receipts and like, any local customs or privileges to the contrary notwithstanding The terms of this Bill shall be separable and if any part or term hereof is invalid or unenforceable, the validity and enforceability of any other part or term shall not be affected.

Agents signing this Bill on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a Bill.

An endorsement on this Bill that the Goods are "On Board" shall mean that the Goods are loaded on board the ocean vessel named in this Bill, or loaded on board rail cars, trucks, lorries, feeder ships, barges, or other means of transportation and are in the

custody of an Inland or ocean Carrier for Through Transportation in accordance with the terms of this Bill .

- initions. 
  "Bill" means (a) Bill of Lading if this document is issued as a Bill of Lading, or (b) Sea Waybill if this document is issued as a Sea Waybill. Notwithstanding anything else contained in or incorporated into this Bill, if it is issued as a Sea Waybill, it will not be a document of title to the Goods. 
  "Carrier" means the Wessel Provider leadnified on the front of this Bill doing business as Evergene Line, which is a Joint Service Agreement as defined by the U.S. Shipping Act. of 1984 and any amendments thereto, consisting of Evergreen Marine Copy, Taiwan Ltd., Evergreen Marine (UK) Ltd., Italia Line, "CoSta" means the United States Carriage of Goods by Sea Act. approved April 16, 1936.
  "Container" includes any ISO standard container, trailer, transportable tank, flat rack and/or other item of transportation equipment in conformance with ISO standards. (2)
- standards.

  So Force Majeure shall include, but not be limited to, work stoppages, civil commotion, strikes, accidents, casualties, lockouts, fire, transportation disasters, acus of God, governmental restraints (including governmental import restrictions and voluntary quotas arising from the threat of governmental restraints), war or houstilities, enhanges or other similar conditions.

  Goods' means the cargo accepted from the Merchant and includes any Container whether supplied by or on behalf of the Carrier ob the Merchant.

  Thage Role's a used herein refers to the provision of the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed 1979. The present of the Carrier of the Merchant.

  The Bodder' mean any present for the time being in possession of the Bill of should as a Bill of Lading in whom the property in the Goods as passed on or by reason of the consignment of the Goods or the endorsement of this Bill or otherwise.

  The Merchant' includes the shipper, Holder, consignee, the receiver of the Goods, any person owning or entitled to the possession of the Good or the modernment of the Goods and provided the carrier of the Goods and provided the carrier of the Goods and anyone acting on behalf of any such persons.

  (10) "Ship' shall include the vessel named in this Bill, any substituted vessel or feeder vessels, and any vessel, craft, lighter or other means of conveyance whatoever would, charred on generated or controlled and used by the Carrier in the performance of this Contract.

  (10) "Ship' shall include the vessel named in this Bill, any substituted vessel or feeder vessels, and any vessel, craft, lighter or other means of conveyance whatoever would, charred on generated or controlled and used by the Carrier in the performance of this Contract.

  (10) "Through Transportation" means carriage of the Goods under this Bill from place of receipt from the Merchant to the place of delivery to the Merchant by the Carrier plus one or more Underlying Carriers.

  (12) "Throu dards.

  et Majeure shall include, but not be limited to, work stoppages, civil commotion, strikes, accidents, casualties, lockouts, fire, transportation disaste lod, governmental restraints (including governmental import restrictions and voluntary quotas arising from the threat of governmental restraints),

- 2. Carrier's Tariff. The terms of the Carrier's applicable Tariff are incorporated herein. If this Bill is issued as a Sea Waybill, the CMI Rules for Sea Waybills excluding Rule 4 are also incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. Copies of the CMI Rules for Sea Waybills can be obtained from the CMI website at <a href="https://www.conitemaritime.org/">www.conitemaritime.org/</a>. In the case of inconsistency between this Bill and the applicable Tariff or CMI Rules, this Bill shall prevail.
- Merchant's Warranty. The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the person owning of the person owning or entitled to the person owning of the person owning of the person owning of the person owning owning

- Sub-Contracting.

  (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

  (2) In contracting for the following exemptions and limitation of and exoneration from liability, the Carrier is acting as agent and trustee for all other persons named in this clause, it is understood and agreed that, other than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, all agents and all Sub-Contractors) is, or shall be deemed to be liable with respect to the Goods or under supersonshifting with respect other horsever. If, however, it shall be adjudged that any one other than the Carrier is carrier to halle of the Goods or under greensplinity with respect thered, all exemptions and limitations of and exoneration from liability provided by law or by terms hereof shall be available to such other. It is also agreed the contraction of the carrier of the other whole the contract of the other contained shall be construed to limit or to releve them from liability to the Carrier for acts arising or resulting from their fault or neglect.

- that each of these persons and companies referred to above are intended penetricianes, but norming netron consenses and the contract of the co

- upon request.
  With respect to road carriage between countries in Europe according to the Convention on the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Railway Transports (CIM) dated February 25, 1961.
  With respect to rail or road carriage within a European country then according to the internal law of such state and/or any International contents which is complicately applicable by the laws of such state. In the absence of such laws or conventions then according to the Sub-contractors contracts of carriage and traffs, if any, Norwithstanding the above provision, road carriage in the United Kingdom according to the Conditions of Carriage 1989 of Road Haulage Association Limited.
- tariffs, if any, Notwithstanding the above provision, road carriage in the United Kingdom according to the Conditions of Carriage 1998 of Road Haulage Association Limited.
  With respect to carriage by road in Japan, according to the Standard Japanese Road Transportation Clausses (SJRTC), with respect to carriage by rail in Japan, according to the Japanese Railway Transportation Business Law and Ministerial Ordinance for Railway Transportation.
  With respect to inland transportation of the Goods other than as provided in subparagraphs (1) through (5) supra, then according to the provisions of any International Convention or National Law which is compulsorily applicable in the country where the inland transportation to the provisions of any International Convention or National Law which is compulsorily applicable in the country where the inland transportation to the Carrier shall under no circumstances whatsoever be greater than that of the contractor under said Sub-contractors' contract with the Carrier, and the Carrier shall be entitled to all the rights, defenses, limitations and exemptions regulators. When any claims are paid to the Merchant by the Carrier, and the Carrier shall be automatically subrogated to all rights of the Merchant painst all rs. including Underlying Carrier's, on account of such loss or damage.

  He event an action is brought in a jurisdiction in which the relevant provisions of clause 5 (A) (E) of this Bill which are applicable to such claim are held to underlying Carrier's and the damage.
- (E)
- (F)

# General Limitations (1) The Carrier doe

- Limitations.

  Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market use and save as provided in Clause 5 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay.

  Early Carrier shall no accumulate the continuation of the conti
- Save as outerwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage caused by delay, the Carrier shall be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from, liability provided in the London Convention of 1976. Notwithstanding the foregoing, if local law makes the Brussels Convention of 1976 mandatorily applicable, then said latter Act will be applicable under this Bill. The Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from liability contained in any national law of any station whose laws shall be applicable.

  Without waiver or initiation of any exemption from or initiation of liability inforded by law or by this Bill. and pursuant to the United States Fire Statute, 46 Without waiver or initiation of a liability inforded by law or by this Bill. and pursuant to the United States Fire Statute, 46 Without waiver or initiation of a liability of the order of a filling of the Carrier shall be liable for any loss or damage whereover and whenever occurring by teason of any fire whatsoever, including that occurring before loading on or after discharge from the Ship or while the Goods are in the custody of an Underlying Carrier, unless such fire shall have been caused by the design on reglect or by the affailat or privity of Carrier or such corporation, respectively. In any situation where such exemption from liability may not be permitted by law neither Carrier or such corporation is liable, respectively.

- nount of Compensation and Limitation of Liability.

  All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the net invoice value of the Goods plus freight and insurance. Notwithstanding the foregoing it is agreed that in no event shall this clause operate to increase the extent of the Carrier's liability beyond the applicable market value at the port of discharge or place of delivery, if that be less than the net invoice value plus freight and insurance. In no event shall the Carrier's limitation of liability in respect to the for any loss of profit or any consequential loss, so reform a port or final destination in the United States, the Carrier's limitation of hiability in respect to the Goods shall in no event exceed USS 500 per package or, when the Goods are not shipped in packages. USS 500 per customery relight unit. In the event the foregoing would be held inapplicable under the local law of the justice in which legal proceedings are brought and if the Goods with the proceedings are brought and if the Goods stored by this Bill are subject to the Hague Rules or any amendments thereto, including the Hague Visby Amendments, then Carrier's liability in one event shall exceed the greater of 2 SDRs per kilo of gross weight for the Goods to a dramaged or 667 SDRs per package or for walnes of the Goods. And that higher compensation than that provided herein may not be claimed unless the natural and value of such Goods have been declared by the Merchant before shipment and agreed to by the Carrier and inserted in this Bill and any applicable AD value of the Goods per package or per customary freight unit exceeds such declared value. In any applicable AD value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the net invoice value of the Goods plus freight and insurance.
- 8. Notice of Claim and Time for Suit. Unless notice of loss or damage and a general nature of such loss or damage be given in writing to the Carrier at the port discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage be not apparent, within three consecutive days after delivery, Goods shall be deemed to have been delivered as described in this Bill. In any event, except as provided in the next sentence, the Crist shall be discharged from liability in respect of non-delivery, mis-delivery, delay, 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. Where the damage occurs in the custody of a Sub-Contracted uning Through Transportation, the Carrier and the Sub-Contracted shall discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless notice of claim is filed and suit is brought within the time peri prescribed by the local laws set forth in Clause 5'(c) (1) 5'(C) (6) of the Mrs.
- Defence and Limits for the Carrier. The defence and limits of liability provided for in this Bill shall apply in any action against the Carrier for loss or damag he Goods whether the action be founded in contract or in tort.
- One Goods whether the action be founced in contract or in forf.

  10. Shipper-Packed Outstiners: If, a container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense incurred by the Carrier to make the Container as the contract of the Container and the Container as the contract of the Container as the Container which would have been appeared reasonable inspectability or defective condition of the Container which would have been appeared reasonable inspectability or defective or the purpose for which is in required or of the unsurability or defective condition of the Container which would have been appeared reasonable inspectability or the purpose for which is in required as the container which would have been appeared reasonable inspectability or the purpose for which have been appeared reasonable inspectability or the purpose for which have been appeared reasonable inspectability or the purpose for which have been appeared reasonable in the substitute of the container as the container as the container which would be the carrier in respect the effect of Any reference in this Bill to Alaging Act, 49 U.S.C. (The Pomerena Act) and it is agreed that the Carrier is entitled to that section's full protection for the entire period the Goods are in the study of the Carrier including periods.
- 11. Inspection of Goods. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon app that the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measures and the container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and/or incur any reasonable additive expense to carry or to continue the carriage or to store the same ashero or afloat under cover or in the open, at any place, which storage shall be deemed to constit due delivery under this Bill. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

Description of Goods. The Carrier does not have facilities to weigh sealed Containers at the loading port and has neither inspected the contents of nor weighed the ntainers. Any statements on this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, ue or other particulars of the contents of such Containers) are as furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in pect thereof. The acknowledgement of the Carrier is confined to the number and apparent order and condition of the Container(s).

- Merchant's Responsibility.
   The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.
   The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in, or inadequacy of, such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill to any person other than the Merchant.
   Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier's shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's Tarfiff or deswhere. The Merchant of the Coods shall be jointly and severally liable for any loss of, damage to, or delay incurred during the period between handing over to the consignee and return to the Carrier.

- 14. Freight and Charges.
  (1) Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or goss discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods furnished by the Merchant's description is found to be remocased and delitional freight is payable, the Merchant shall be balled by each additional freight is payable, the Merchant shall be balled be discharge or incare of Through Transportation to place of delivery named herein and all advance charges against the Goods shall be considered completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the case may be, whether the freight or ratages be prepaid to the collected at port of discharge or destinations or subsequently, and the Carrier shall be entitled absolutely, by all freight to the port of discharges or incare and relatin them under all circumstances whatever, the Ship and/or the Good is or no fold, or the voyage changed, broken up. Instructed or abundoned. Full freight shall be paid whether the Goods be damaged or lost, or packages or extonomy freight units be empty or partly empty.
  (3) All freight and charges shall be paid in full and without any offset, counterclaim or deduction, in the currency named in this Bill or, at the Carrier's option, in its equivalent in local currency at bank demand rates of exchange in New York as of the date payament of freight shall be due hereunder. Any error in freight or in charges or in the classification herein of the Goods is subject to correction, and if on correction, the freight or charges are higher. Carrier may collect the additional amount.
- Its equivaent an exact execution between of the Goods is subject to correction, and if on correction, the frequency of changes are ungars, and additional amount.

  The Metchant of The Metchant of the Goods shall be jointly and severally liable to Carrier for the payment of all freight. Bunker Adjustment Factor (BAF), Cut and the Carrier (CAF), Terminal Hadding Change (HCH), denurrange, detention, General Average, subages and other changes, indige but not limit court costs, expenses and reasonable attorney's fees incurred in collecting sums due to the Carrier. Payment of ocean freight and charges to a freight for broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at payer's sole in the contraction of the Carrier and shall be and a payer's sole in the contraction of the Carrier and shall be and a payer's sole in the contraction of the Carrier and shall be and a payer's sole in the contraction of the Carrier and shall be and a payer's sole in the carrier of the Carrier and shall be and a payer's sole in the carrier of the Carrier and shall be and a payer's sole in the carrier of the Carrier and shall be and a payer's sole in the carrier of the Carrier and shall be and a payer's sole in the carrier of the
- 15. Lien. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill or any other contracts with the Merchant and expenses incurred by the Carrier for the account of the Merchant and for General Average and Salvage contributions to whomsoever due and for the Goods and the Merchant jointly and severally and the Carrier shall have the right in its absolute discretion to dispose of the Goods and/or to sell the Goods by public auction or private treaty without notice to the Merchant.

- tional Stowage.

  The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.

  Goods stowed in Containers whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other transport used to consolidate Goods.

  Goods stowed in any covered-in space or loaded in Containers, vans or trailers carried on deck shall be deemed to be stowed under deck for all put including General Average and the COGSA, the Hague Rules or other compulsorily applicable legislation.
- 17. Deck Cargo. Goods which are stated herein to be carried on deck, whether or not carried on deck, are carried without responsibility on the part of loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

- calcal Container.

  The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container(s) nor to carry special Container(s) packed by or on behalf of the Merchant, as such; but the Carrier will treat used Goods or Container(s) only as ordinary goods or dry Container(s) respectively, unless special arrangements for the carrier go as such Goods or Container(s) have been agreed to in writing between the Carrier and Merchant for the function of special Container(s) supplied by or on behalf of the Merchant.

  As regards the Goods which have been agreed to be carried in special Container(s), the Carrier or its Sub-contractors shall not be responsible for control and use of the refrigeration units of such Container(s) when the Container are not in the actual possession of the Carrier. The Carrier does normal the refrigeration and the Carrier shall not be fished for any loss of or damage to the Goods caused by latent defect in the refrigeration equipment.

  If the Goods have been packed unto refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is inserted in this minus three (3) degrees C.

  If the carrier is the container is refrigerated Container(s) which the contents have been packed by or on behalf of the Merchant, it is the obligation of the contents that we hen packed by or on behalf of the Merchant, it is the obligation of the contents that we hen packed by or one behalf of the Merchant, it is the obligation of the contents have been packed by or one behalf of the Merchant is intended in the contents have been packed by or one behalf of the Merchant is intended in the contents have been packed by or one behalf of the Merchant is intended in the contents have been packed by or one behalf of the Merchant is intended in the contents have been packed by or one behalf of the Merchant is intended in the contents have been packed by or one behalf of the Merchant is intended in the contents have been packed by or (2)

- intuits unter (5) degrees v.

  If the cargo received by the Carrier is refrigerated Container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for a loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation.

19. Rust Condensation, etc. It is agreed that superficial rust, oxidation or condensation inside the Container or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the carriage of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all special freight, as required, must be paid by the Merchant.

- thods and Routes of Transportation.

  The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) transfer the Goods from one conveyance to another including trans-shipping or carrying the same on another vessel than the vessel named overleaf; (c) proceed by any route in his discretion (whether or not the nearest or most direct or usestomary or advertised route) and proceed to or stay at any place or port whatsoever once or most and in any order or other than the port of bushings or post of discharge and one the Cooks at any such place, or port, (c) comply with proceedings of the port of bushings or post of discharge and one the Cooks at any such place, or port, (c) comply with orders or the cooks and the port of the cooks and the cooks of the cooks are considered as the port of bushings or post of discharge and one the cooks are so whether the port of the cooks are considered as the port of bushings or post of discharge and one the cooks are so or an observed one of the conveyance employed by the Carrier for any purpose whatsoever including undergoing repairs, towing or being towed, adjusting instruments, drydocking Force Majeure and assisting vessels in all situations, and anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

- 22. Dangerous Goods.
  (1) The Merchant undertakes not to tender for transportation of any Goods which are of a dangerous, inflammable, radioactive, or damaging nature without previously giving written notice of their nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations.
  (2) If the requirements of sub-clause (1) are not compiled with, the Merchant shall indemnify the Carrier against all loss, damage or expense directly or indirectly arising out of such Goods being tendered for transportation or handled or carried by the Carrier.
  (3) Goods which are or at any time become dangerous, inflammable, radioactive or damaging may, at any time or place, be inhoated, destroyed, or render harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under (1) above, the Carrier shall be under no liability to make any General Average contribution in respect of such Goods. 24. Regulations Relating to Goods. As a result of Merchant's failure to comply with such regulations or requirements of Customs, port and other authorities, Merchant shall bear and pay all amounts incurred by the Currier in complying with same as well as all duties, taxes, fines, imposts, expenses or losses incurred or suffered or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or any seal irregularities, non conformities or deficiencies as per any local laws or regulations, or, where applicable in the U.S. Trade, any turful rules or regulations relating thereto, and indemnify the Currier in respect thereof.

- laws or regulations or, where applicable in the U.S. Trade, any tariff rules or regulations relating thereto, and indemnify the Carrier in respect thereof.

  25. Notification and Delivery.

  (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier. Failure to give such notification shall not result in any liability for the Carrier nor relieve the Merchant of any obligation hereunder notwithstanding any custom, practice, or arrangement to the contrany; (i) any liability for the Carrier in respect of the Goods and the Contract of the Carrier in respect of the Goods and the Contract of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease and the costs of such storage shall constitute due delivery hereunder, and thereunder in the Carrier of the Goods and without prejudice to any other rights which it may have against the Merchant, without notice, and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk and expenses of the Merchant and apply any proceeds of sale in reduction of the same due to the Carrier for the Merchant in respect of this Bill. Refusal the Merchant in carrier of this Bill. Refusal the Merchant is a contract of the Goods and distribute them to the Merchant statement of the Goods and distribute them to the Merchant statement of shown to favour to the stipulations concerning free storage time, demurage and/or detention contained in the

26. Both-to-Blame Collision. If the (carrying) Ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying Ship, the Merchant undertakes to pay the Carrier or, where the Carrier is not the owner and in possession of the carrying Ship, to pay to the Carrier as trustee for the owner -and/or densice charterer of the carrying Ship against all loss or liability to the other or non-carrying ship or her owners and/or densice charterer of the carrying Ship against all loss or liability to the other or non-carrying ship or her owners as each loss or liability represents loss of the participant of the carrying Ship or service of the concarrying ship or service and of the concarrying ship or service and or densice charterer of the critical results that carrying Ship or her owners a part of carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

respect to a collision, contact, stranding or other accident.

27. General Average. General Average shall be adjusted, stated and settled in London or any other place selected by the Carrier and according to the York/Antwerp Rules 1984 except Rule Paramount thereof and as to matters not provided for by those Rules, according to the laws and usages in London. The General Average Rules Paramount thereof and as to matters not provided for by those Rules, according to the laws and usages in London. The General Average Rules the Server instance shall be prepared by Average Adjusters selected by the Carrier. In average adjustments, disbursents in foreign currency shall be exchanged into any currency at the Carrier's option at the rate prevailing on the last day of discharge at the port of final discharge of such damaged curpo. Average agreement in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port of final discharge of such damaged curpo. Average gareement of and asuk additional security as may be required by the Carrier, must be furnished before the delivery of the Goods. Such cash deposit, agreement or other security as the Carrier or its agents may carried by the Carrier or the property of the Goods. Such cash deposit, agreement or other security as the Carrier or its agents may carried by the Carrier or the property of the Goods. Such cash deposit, agreement or other security as the Carrier or its agents may carried by the Carrier or the remained to the Average Adjusters. Refunds of credit balance shall be paid in the same currency, It is understood that in every instance the Merchants shall remain responsible until the statement of average has been settled. In case of accident, danger, damage or disaster before or after commencement of the voyage cashing from any cuase whatever, whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Goods, the Merchants's admitted the carrier

28. Variation of the Contract, etc. No servant or agent of the Carrier shall have power to waive or vary any term of this Bill unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

- 29. Law and Jurisdiction.

  (1) Non-US. Trades: All claims arising hereunder shall be brought and heard solely in the High Court of London, England to the exclusion of any other forum. Except as provided elsewhere in this Bill. English law shall apply to such chaims.

  2 U.S. Trades: All claims arising hereunder shall be brought and heard solely in the High Court of London, England to the exclusion of any other forum. Except as provided elsewhere in this Bill. English law shall apply to such chaims.

  2 U.S. Trades: Notwithstanding anything in subaparagraful (1) above, where the shipment covered by this Bill is to or from the U.S. A. (including its districts, territories and possessions), all claims arising hereunder shall be brought and heard solely in the U.S. District Court for the Southern District of New York.

  2 as otherwise set out herein, United States has whall apply to such claims.

  3 Notwithstanding anything in subparagraphs (1) and (2) above, the Merchant agrees that the Carrier may commence proceedings against the Merchant before the courts of the Merchant's place of business, the Port of Loading, the Port of Discharging, or any other competent jurisdiction.