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 duly endorsed must be surrendered to exchange for 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

- hillons.

  Fälli' 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 Goal Cardiner of the Bill document of the Bill doing be a Sea Waybill, will not be a document of title to the Goal Cardiner 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 Corp. (Taiwan) Ltd., Evergreen Marine (UK) Ltd., Italia Martinias Sp.A., Fevergeen Marine (Hops Kong) Ltd. and Evergreen Marine (Singapore) Ple Ltd.

  "COGSA" means the United States Carriage of Goods by Sea Act, approved April 16, 1936.

  "Container' includes any ISO standard container; trailer, transportable tank, filt arck and/or other item of transportation equipment in conformance with ISO (2)

- standards.

  Force Majoure shall include, but not be limited to, work stoppages, civil commotion, strikes, accidents, casualties, lockouts, fire, transportation disasters, acts of God, governmental restraints (including governmental import restrictions and voluntary quotas arising from the threat of governmental restraints, war or formal contents of the content of the contents of the formal contents of the form (5)

- 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 Wa cluding Rule 4 are also incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. Copies of Rules for Sea Waybills can be obtained from the CMI website at <a href="https://www.comitemaritime.org/">https://www.comitemaritime.org/</a>. In the case of inconsistency between this Bill and the applicitiff or CMI Rules, this Bill shall prevail.

- 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 an and all dustes 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 person 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 it 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 accurred, baller of the foods or the responsibility with respect to the foods on the responsibility with respect to the foods or the presponsibility with respect to the foods or the foods of the foods or the presponsibility with respect to the foods or the foods of the foods or the presponsibility with respect to the foods or the foods of the foods or the fo

- that each of these persons and companies referred to above are intelleded beneficiaries, but norming neven contained shall be constructed in first limitity to the Carrier for acts arising or resulting from their fault or neglect.

  Justice Paramount and Responsibility of Carrier.

  Justice Paramount and Responsibility of Carrier and Responsibility of the Carrier of the Sub-contract videnced in this Bill shall have effect subject to the Hague Rules, if and as enacted in the country of shipment, and any Legislation including COGSA which have the compulsors, applicable or effective. The Hague Rules and said Legislation shall be deemed contractably incorporated interest and made a part of this or its Sub-contract or any of its rights and immunities or any increase of any of its responsibilities under said Rules and Act. Notwithstanding anything or its Sub-contractor of any of its rights and immunities or any increase of any of its responsibilities under said Rules and Act. Notwithstanding anything to the contract, if the carriage called for in this Bill is a shipment to or from the United States, the liability of the Carrier on the Sub-provided, however, any be otherwise specifically provided hereins shall also govern before the Goods are loaded on and after they are discharged from the Ship provided, however, and the contract of the Cooks are to the the Goods are not in the analysis of the Carrier of the Page Rules and Cooks are not in the actual custody of the Carrier at the port of loading the remaining provisions before the page to the Goods however caused occurring while the Goods are not in the actual custody of the Carrier at the port of loading the remaining provisions before the Carrier and the port of loading the Responsibility for Port to Port Shipment. Where loss or damage has occurred between the time of rec

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- With respect to carriage by road in Japan, according to the Standard Japanes Road Transportation Clauses (SIRTC). With respect to carriage by road in Japan, according to the Standard Japanes Road Transportation Clauses (SIRTC). With respect to carriage by road in Japan, according to the Japanese Railway Transportation.

  With respect to annial transportation of the Goods other than as provided in subparagraphs (t) through (5) syrap, then according to the provisions of any International Convention or National Law which is compulsorily applicable in the country where the inland transportation took place or, if no such law or convention is applicable, then according to the Sub-contractor start for any construct existing between the Sub-contractor and the convention is applicable, then according to the Sub-contractor start for any construct existing between the Sub-contractor contract with the Carrier, and the Carrier shall under no retremstances whatsoever be greater than that of the Security of the Carrier of Liability for Through Transportation. In any event, the liability of the Carrier shall under no retremstances whatsoever be greater than that of the Security of the Carrier of the Carrier shall under no retremstances whatsoever be greater than that of the Security of the Carrier shall under no retremstances whatsoever be greater than that of the Security of the Carrier shall under no retremstances what so the Security of the Carrier shall under no retremstances what so the Security of the Carrier shall under no retremstances what so the Security of the Carrier shall under no retremstances what so the Security of the Carrier shall under no retremstances what so the Security of the Carrier shall under no retremstances what so the Security of the Carrier shall under no retremstances when the Security of the Carrier shall under no retremstances when the Security of the Carrier shall under no retremstances when the Security of the Carrier shall under no retremstances are shall not not shall not not shall not not s
- S-contractor under said Sub-contractors' contract with the Carrier, and the Carrier shall be entitled to all the rights, defenses, limitations and exemptions in liability contained therein.

  Nogation. When any claims are paid to the Merchant by the Carrier, the Carrier shall be automatically subrogated to all rights of the Merchant against all res, including Underlying Carrier's, on account of such loss or damage.

  The contract 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 unoffereable pressume to local list the the liability for each claim shall be determined according to the internal law of the jurisdiction in which the action (F) In the

- (2)
- (a) axe as oncerwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.
  (3) 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 foreigning, if local law makes the Brussels Convention of 1976 manufactivity application and the provided of the properties of the provided of th

- respectively.

  unto d'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 event 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 like Carrier's limitation of liability in respect to the Goods shall in no event exceed USS 500 per package or, when the Goods are not shipped in packages. USS500 per package or, when the Goods are not shipped in packages. USS500 per package or, when the Goods are not shipped in packages. USS500 per package or, when the Goods are not shipped in packages. USS500 per package or, when the Goods are not shipped in packages. USS500 per package or, when the Goods are not shipped in packages. USS500 per package or, when the Goods are not shipped in packages. USS500 per tasking an expensive package or the Goods shall be an expensive package. The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods have been declared by the Merchant before shipment and agreed to by the Carrier and inserted in this Bill and any applicable Ad Valorem freight rate, as set out in Carrier's tast [it, is paid.

  If the actual value of the Goods per package or per customary freight unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value, the value shall nevertheless be deemed to be the declared value. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value, even in writine to the Carrier at the nort of the Good per package or some of the Good per package or some or damage and agreed to some or the series of the Good per package or

- 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 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 in rel the Container or its contents or any part thereof, the Carrier may abundon the transportation thereof and/or take any measures and/or any reasonable add expense to carry or to continue the carriage or to store the same ashore or affout under cover or in the open, at any place, which storage shall be deemed to co

due delivery under this Bill. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred.

12. 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 Containers. Any statements on this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind value or other particulars of the contents of such Containers(s) are stimished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier accepts no liability and the Carrier accepts no liability accepts the carrier accepts no liability and the Carrier accepts no liability accepts a carrier accepts no liability accepts the carrier accepts not accept the carrier accepts no liability accepts a carrier accepts no liabili

- Mercutant to use Security and return to the Carrier.

  "sight and Charges."

  Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or gross 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 trained by the Merchant, but Carrier may at any time, weigh, measure and value the Goods and open packages or customary freight is to examine contents. In case the Merchant's description is found to be erroneous and additional freight is payable, the Merchant shall be liable for any additional freight and expense. The part of the part of side of the part of side diagree or in ease of Through Transportation to place of delivery named herein and all advance charges in 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 charges be prepaid or be stated or intended to be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be enable absolutely, to all freight and charges, whether actually paid or not, and to receive and retain them under all circumstances whatever, the Ship andred or lost, or packages or customary freight units be empty or partly empty.

  It is equivalent in local currency a bank demand rates of exchange in New York as of the date payment of freight shall be due hered, and the pages or in the classification herein or the Goods is subject to correction, and if on correction, the freight or in charges are higher, Carrier may collect the additional amount.

  The Merchant of the Goods shall be jointly and severally liable to Carrier for the payment of all freight, shall be due hered, and the manufacture of the Goods shall be jointly and severally liable to Carrier for the payment of all freight, Bunker Adjustment Factor (BAF), Currency of the Adjustment Factor (CAF

- 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 cost of recovering the same and shall be for the account of 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.

- loss or damage of whatsoever nature arrange the gas whether caused by unseaworthness or negligence or any other cause whatsoever.

  (1) 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) nor to carry special Container(s) container(s) to one healt of the Merchant, as such, but the Carrier will treat such Goods or Container(s) only a ordinary goods or dy Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill and all special freight, as required, has been paid. The Carrier and the Merchant (2) As regards the Goods which have been agreed to no health of the Merchant.

  (2) As regards the Goods which have been agreed to be carried in special Container(s), the Carrier or its Sub-contractors shall not be responsibility or the function of special Container(s) when the Containers are not in the actual possession of the Carrier. The Carrier does not warrant the refrigerating machinery and the Carrier shall not be tabled for any loss of or damage to the Goods caused by latent defect in the refrigeration equipment.

  (3) If the Goods have been packed into refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is inserted in this Bill, the Carrier will set the thermostatic controls within the requested temperature range, and will exceeds the minimum and the magnetic of the Merchant is sured to maintain such temperature plus or 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.

- regift, as required, must be paid by the Merchant.

  holds 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 customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order; (d) load and unload the Goods at any place or port (whether or not any such port is named overleaf as the port of loading or port of discharge) and store the Goods at any such place or port, (e) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the instruction employed by the view of directions.

  The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever including undergoing repairs, towing or being towed, adjusting instruments, drydsching 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.
- 21. Matters Affecting Performance. If at any time the performance of the contract evidenced by this Bill is or is likely to be affected by any Force Majeure hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which can not be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may without notice to the Merchant treat the performance of this Contract as terminated and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

- agrous Goods.

  The Merchant undertakes not to tender for transportation of any Goods which are of a dangerous, inflammable, radioactive, or damaging nature without previous ovine 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 regulation.
- The Merchant undertakes not to tender for transportation or any toxoso waters are or a sungertors, minimum, and any control of the property of the of the
- 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 Carrier 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 conformaties or deficiencies as per any local laws or regulations relating thereto, and indemnify the Currier in respect thereof.

- laws or regulations or, with a specific process.

  25. Notification and Delivery.

  (1) Any mention in this Bill parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability not relieve the Merchant of any obligation hereunder.

  (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff, failing which the Merchant is liable to pay for the detection/demurance denages at the rate supplicable time. The Tariff, prescribed free time, the Goods shall be deemed to have been delivered to the Merchant and the Carrier may with or without notice, but subject to its lien, store or warehouse the unclaimed Goods at the sole risk and expense of the Merchant and the Carrier shall have a lien for all expenses incurred. Thereupon, the liability of Carrier in respect of the unclaimed Goods shall cease.
  - cease.

    (4) The Merchant's attention is drawn to the provisions concerning free storage time and cargo and equipment demurrage contained in the Carrier's applicable tariff.

    (5) Notwithetanding anything else to the contrary contained within this Bill, where in accordance with local legislation all import cargo is discharged into the presentation of the pertinent flowermentation and apprent of relevant existent such as a contract of the presentation of the pertinent flowermentation and apprent of relevant existents white a taxes, dues and any other charges, thus the contractors will be responsible or liable in the event of incorrect release of the cargo after its delivery to the port authority o customs by the Carrier.
- 26. Bolt-to-Blane 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 densic charterer of the carrying Ship against all loss or liability to the other or non-carrying ship or her owners to the Merchant of comments of the Merchant of changes to any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped or recovered by the other or non-carrying ship or her owners to the Merchand ast-off, recouped o

- writing and is Specificary and Jurisdiction.

  9. Law and Jurisdiction.

  10. Non-U.S. Trades: Except as provided in subparagraph (2) below, all claims arising hereunder must be brought and heart solely in the High Court of London.

  11. London Law and Law