BILL OF LADING

FOR PORT TO PORT SHIPMENT OR FOR COMBINED TRANSPORT

DEFINITIONS

\*Merchant\* means and includes the Shipper, the Consignor, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods.

\*Carrier\* means the issuer of this Bill of Lading so anmed on the face of it.

\*Issue Rules\* means the provisions of the International Convention for Unification or artian Rules relating to Bills of Lading signed at Enurses for 25th August 1924.

\*Issuer Control of the Control of the Provisions of the United National Control of Carriage of Soods by Sea 1978.

\*\*COGSA 1991\*\* means the Carriage of Goods by Sea Act 1991 of Australia dated 1st November 1991.

\*\*COGSA 1991/99\*\* means the Carriage of Goods by Sea Act 1991 of Australia dated 1st November 1991.

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November 1991. "COGSA 1971/92" means the Carriage of Goods by Sea Act of the United Kingdom dated 8th April 1971 and also includes the provisions of the Act dated 16th July 1992. "COGSA 1936" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936. "COGWA 1993" means the Carriage of Goods by Water Act of Canada dated May 6th 1993. "SDR'S" means Special Drawing Rights as defined by the International Monetary Find.

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Container\* Includes any type of Container, Trailer, Flat or Unit Load Device.

\*Person\* includes an individual, a firm and a body corporate.

CONDITIONS

1. APPLICABILITY
The provisions set out and referred to in this document shall apply if the transport as described on the face of the Bill of Lading is Port to Port or Combined Transport.

2. CARRIER'S TARIFF
The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of sixth provisions are obtainable from the Carrier or his agents upon request or, where applicable, 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.

3. WARRANTY
The Merchant warrants that in agreeing to the terms hereof he 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.

A, N.E.GOTJABLITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be non-negotiable unless made "to order" in which event it shall be negotiable and claid constitute title to the Goods and the holder shall be entitled to neceive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5, ISSUANCE OF THIS BILL OF LADING By issuance of this Bill of Lading the Carrier assumes liability as set out in these

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conditions and
(1) For Port to Port or Combined Transport, undertakes to perform and/or in his own
name to procure the performance of the entire transport, from the place at which
the Goods are taken in charge to the place designated for delivery in this Bill of
Lading.
(2) For the purposes and subject to the provisions of this Bill of Lading, the Carrier
shall be responsible for the acts and ornissions of any person of whose services he
makes use for the performance of the Contract evidenced by this Bill of Lading, but
see cluses 26 below.
(3) When Issued on a Port to Port Basis, the responsibility of the Carrier is limited to
that part of the Carriage from and during boalding onto the vessel up to and during
discharge from the vessel and the Carrier shall not be liable for any lose or demage
whatsoever in respect of the Goods or for any other matter arising during any other
part of the Carriage even though charges for the whole Carriage have been charged
by the Carrier. The Nerchant constitutes the Carrier as agent to enter into contracts
on behalf of the Rechant with others for transport, storage, handling or any other
cook from the cases the Boods prior to little ling and subsequent to incharge or any other
to be part of the Carrier or others and the Carrier ray as such agent enter into
contract with others on any terms whatsoever including terms less favourable than
the terms in this Bill of Lading.

6. PANCEPRUIS GOODS INDEMINITY

# 6. DANGEROUS GOODS INDEMNITY (1) The Merchant shall complete the

6. DANGEROUS GOODS INDEMNITY

(1) The Merchant shall comply with the rules which are mandatory according to the Italianal taw or by reason of International Convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before Goods of a dangerous nature are taken in (2) If the Merchant fails to provide such information and the Carrier is unaware of the dargerous nature of the Goods and the necessary precautions to be taken and if, at the time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising out of their being taken in charge, or their carriage, or of any expresses incleantal thereto.

(3) If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the vessel, vehicle or cargo, they may in like manner be unloaded or landed at any place or destroyed or rendered innocuous by the Carrier, without liability on the part of the Carrier, except General Average, if any.

any.

7. DESCRIPTION OF GOODS AND MERCHANT'S PACKING

(1) The Nerchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the Goods were taken in charge by the Carrier, of the description of the Goods, marks, numbers, quantity, weight and/or volume as furnished by him, and the Nerchant shall defend, indermity and hold harmless the Carrier against all bes, damage and expenses arising or resulting from inaccuracies in or inadequacy of some of the control of t

is not a representation that such conditions of rust, oxidation or the like dia not exist.

(4)(a) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice of their nature and particular temperature range to be maintained and in the case of a temperature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly stuffed in the Container and that its thermostatic controls have been properly stuffed in the Container and that its thermostatic liable for any loss of order that the carrier shall not be liable for any loss of order of the Container of the Container, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the temperature controlled Container in an efficient state.

8. EXTENT OF LIABILITY

A. (1) The Carrier shall be liable for loss or damage to the Goods occurring between the time when he takes he Goods into his charge and the time of delivery.

(2) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage was caused by

(3) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier nook the Goods in charge:

(b) Insufficiency or defective condition of the packaging or marks and/or numbers:

(c) Industrict or the Goods of the Goods by the Merchant or any companies of the Goods of t

and (b) would have applied if the claimant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage

occurred and received as evidence thereof any particular document which must be issued in order to make such International Convention or flational Law applicable. (2) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law computerity applicable. The Carrier guarantees the fulfilment of such inland carriers' obligation under the contracts and tariffs.

carriers' obligation under the contracts and tariffs.

9. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of this Bill of Lading shall Govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Rerchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Rerchant.

(A) the Carrier shall not be liable for loss or damage to the Goods; (1) caused by the manner in which the Container has been stuffed (1) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier; (iii) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent on reasonable inspection by the Merchant at or prior to the time when the Container was stuffed at the commencement of the Carrier against any when the Carrier has agreed to seed the Container.

(B) the Nerchant shall defend, Indemnify and hold harmless the Carrier against any container was stuffed, claim, liability or expense whatoever arising from one or more of the matters covered by (A) above except for (A) (iii) (a) (4) Where the Carrier is agreed to seed the Container, on behalf or on the sense of a written request to the contrary, the Carrier is not under an obligation to provide a Container on particular type or quality.

written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

10. PARAMOUNT CLAUSE

(1) This Bill of Lading Insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Haque Rules or any legislation making such Rules or the Haque-Visby Rules compulsorily applicable (such as Children and Particular Children and Part

Rules compulsorily applicable to this Bill of Lading in which case this Bill of Lading shall have effect subject to the Hamburg Rules which shall null'sy any stipulation derogating therefrom to the detriment of the shipper or consignee.

11. LIMITATION AMOUNT

(1) When the Carrier is libble for compensation in respect of less or damage to the Cocde, such compensation in respect of less or damage to the Cocde, such compensation in respect of less or damage to the Cocde, such compensation than the cardiated by reference to the value of such the contractor should have been so delivered to the Consignee in accordance with the contractor should have been so delivered.

(2) The value of the Goods shall be fixed according to the current commodity exchange price or current market price, or, if there he no commodity exchange price or current market price, or, if there he no commodity exchange price or current market price, or, if there he no commodity exchange price or current market price, or, if there he no commodity exchange price or current market price, or, if there he no commodity exchange price or current market price, or, if there he no commodity exchange price or current market price, or, if there is a state of the price of the gross weight, or 666.67 SDRs per package or unit, of Goods lost or damaged, whichever shall be the greater. SDR's shall be calculated as at the data when settlement is agreed or judgement made. However, the Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to the charger-visible Nullear or Cookes 1991 or COSSA 1936 or COSSA 1936 or CoSSA 1931 or COSSA 1931 or COSSA 1936 or Although the price of the

herein be construed to be a waiver of limitation as to Goods shipped in bulk.

12. DELAY, CONSEQUENTIAL LOSS, ETC.

(1) Arrival times are not guaranteed by the Carrier. If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the Goods, the liability of the Carrier shall be limited to two and a half times the freight payable for the goods delayed but not exceeding the total freight payable under the contract of carriage or the value of the Goods as determined in Clause 11 whichever is the lesser sum.

(2) If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods), whenesoever and wheresoever arising (whether or not the carriage has commenced) the Carrier and wheresoever arising the condition of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease.

(b) without prejudice to the Carrier's rights subsequently to abandon the Carriage under (a) above, continue the carriage and the Merchant shall be entitled to full charges on Goods received for carriage and the Merchant shall be antitled to full charges on Goods received for carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(3) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any Government or Authority or any person acting or purporting to act as or on behalf of such Government or Authority.

1.3. DEFENCES
The defences and limits of liability provided for in these Conditions shall apply in any actions against the Carrier for loss of or damage or delay to the Goods whether the action be founded in contract or in tort.

action be founded in contract or in fort.

14. LIABILITY OF OTHER PERSONS

(1) Any person or vessel whatsoever, including but not limited to, the Carrier's servants or agents, any independent contractor or his servants or agents, any independent contractor of his servants or agents, and buthers by whom the whole or any part of the contract evidenced by this Bill of Lading, whether directly or indirectly, is procured, performed or undertoken, shall Lading, whether directly or indirectly, is procured, performed or undertoken, shall be the provision of the process of the person of the contract of the contract of these provisions, does so not only on his 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.

(2) The aggregate of the amounts recoverable from the Carrier and the persons referred to in paragraph (2) of Clause 5 shall in no case exceed the limits provided for in these conditions.

15. METHOD AND ROUTE OF TRANSPORTATION
(1) The Carrier may at any time, with or without notice to the Merchant, use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; stow the Goods, whether containerised or not, on or under deck; transfer the Goods from one conveyance to another

including transhipping or carrying the same on a vessel other than that named on the front hereof or by any other means of transport whatsoever; at any place uppack or remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and 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 whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place; 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 Aving under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without plots, to tow or be towed or be dry-docked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contratand, explosives, munitions or walkies stores and sail armed or unamed (2). The liberties set out in paragraph (1) of this Cause may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with paragraph (1) of this Cause or any delay arising there from shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

16. DELIVERY

If delivery of the Goods or any part thereof is not taken by the Merchant, at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereon, the Carrier shall be entitled to store the Goods or any part thereof at the sole risk of the Merchant, where upon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid by or payable by the Carrier or any agent of sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

17. ROTH-TO-BLAHE COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any guizers of the project (the non-carrying vessel or object) as a collision with any guizers of the project (the non-carrying vessel or object) as a contractive of or person responsible for the non-carrying vessel or object, the Nerchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or ilability to (and any expense arising therefrom) any vessel or object, the Nerchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or ilability to (and any expense arising therefrom) any vessel or operion in respect of any loss of, or damage by, or any claim whatboover of the Merchant paid or payable to the Herchant by the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object and set off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

carrying vessel or her owners or charterers.

18. FREIGHT AND CHARGES

(1) Freight shall be paid in cash without discount and, whether prepayable or payable at destination, shall be considered as earned on receipt of the Goods and not to be returned or reliquipited in any event of the control of the Goods and the Common of the Common of

nature caused by war, warlike operations, epidemics, strikes, governments or force rasjeure.

(5) The Merchant warrants the correctness of the declaration of contents, insurance weight, measurement or value of the Goods but the Carrier reserves the right to have the contents inspected and the weight, measurement and value verified. If on such inspection it is found the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the Freight charged, not double the correct Freight less the Freight charged whichever sum is the smaller, shall be payable as liquidated damage to the Carrier for his inspection costs and losses of Freight on other Goods notwithstanding any other sum having been stated on the Bill of Lading as Freight payable.

19. LIEN

The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Pierchant's expense and without any liability towards the Pierchant.

### 20. GENERAL AVERAGE

20. GENERAL AVERAGE
(1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1994 at any place at the option of the Carrier and the amended Jason Clause as approved by Bilk/CO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.
(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harriless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.
(3) The Carrier in the under the Merchant of the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the United States of the Carrier in the Carrier in the Carrier in the United States of the Carrier in th

21. NOTICE
Unless notice of loss or damage to the Goods and general nature of it be given in writing to the Carrier or the persons referred to in paragraph 2 of Clause 5 at the place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereto under this Bill of Lading, or if the loss or damage be not apparent, within seven consecutive days thereafter, such removal shall be prima facle evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

22. NON DELIVERY
If this Bill of Lading is issued evidencing the Carriers Contract of Carriage by
Combined Transport, failure to effect delivery within 90 days after the expiry of a
time limit agreed and expressed herein or, where no time limit is agreed and so
expressed, failure to effect delivery within 90 days after the time it would be
reasonable to allow for diligent completion of the combined transport operation
shall, in the absence of the evidence to the contrary, give to the party entitled to
receive delivery, the right to treat the Goods as lost.

23. TIME BAR
The Carrier shall be discharged of all liability under the Terms and Conditions of this Bill of Lading, unless suit is brought within nine months after
(1) the delivery of the Goods, or
(2) the data when the Goods should have been delivered, or
(3) the data when the Goods should have been delivered, or
(3) the data when in accordance with Clause 22, failure to deliver the Goods would, in the absence of evidence to the contrary, give to the party entitled to receive delivery, the right to treat the Goods as lost. In the event that such time period cellivery, the right to treat the Goods as lost. In the event that such time period covered by such Convention or law shall then apply but in that circumstance only.

24. VARIATION OF THE CONTRACT
No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

25. PARTIAL INVALIDITY
If any provision in this Bill of Lading is held to be invalid or unenforceable by any
count or regulatory or self regulatory agency or body, such invalidity or
unenforceability shall attach only to such provision. The validity of the remaining
provisions shall not be affected thereby and this Bill of Lading contract shall be
carried out as if such invalid or unenforceable provision were not contained therein.

## 26. MODIFIED COMBINED TRANSPORT CLAUSE. In case of a combined transport carriage to or from

- Australia C I S Countries

- C I S Countres
   At the Continent of Africa
   the Middle East which, for the purposes of this Bill of Lading only, is expressly defined as:
   Afghanistan, Bahrain, Egypt, Iran, Jordan, Kuwait, Lebanon, Oman, Qatar, Saudi

Arabia, amissan, daminal, Gypk, Indi, Arabia, Arabia, Resinda, Osian, Agair, Soda, Syria, Turkey, United Arab Emilates and Vernen Arab Bepublic.

5. India, Pakkstan, Bangladesh and Sri Lanka

6. The Peoples Republic of China the responsibility of the Carrier prior to loading and subsequent to discharge from the vessel at a port of loading or discharge to or form such places, notwithstanding the provisions of \$5(3) above the provisions of \$5(3) above will apply in that when the stage of carriage where the loss or damage occurred is known and tho Carrier has sub-contracted that stage, the Carrier shall have the full benefit of all rights, limitations and exclusions of liability available to such sub-contractor in the Contract between the Carrier and such sub-contractor and in any law, starture or regulation and the liability of the Carrier shall not exceed the amount recovered, if any, by the Carrier from such sub-contractor.