

KINTETSU WORLD EXPRESS, INC. D/B/A APL LOGISTICS

MULTIMODAL TRANSPORT BILL OF LADING

		3.5.10						2.22	
SHIPPER MUSTER SONNE AG SONNENSTRASSE 9 8888 ZÜRICH Switzerland ATTN: SUMMER WINTER / PH: 0041999999999 SHP UID: CHE-999.999.999					CONSOLIDATION NO. B/L NO. 1030082002				
					EXPORT REFERENCES				
					1030082002				
					FORWARDING AGENT REFERENCES				
CONSIGNEE SAMPLE SUNSHINE CO. LTD. SUNSHINESTREET 9 888888 SHANGHAI China ATTN: AUTUMN SPRING / PH: 00819999999 USCI CNE: 999999999999999999999999999999999999					PARTY TO CONTACT FOR RELEASE OF GOOD BY CARRIER KINTETSU WORLD EXPRESS (CHINA) CO., LTD., SHANGHAI BRANCH, ROOM 202, SHANGHAI INT.TRADE CENTER, No. 2201 Yan an West Rd., 200336 SHANGHAI P.R. China / USCI91310000554295162Q				
NOTIFY					In accepting this Bill of Lading, the Merchant agrees to be bound by all its stipulations, exceptions, terms and conditions appearing on the face and back hereof, whether written, stamped,				
SAME AS CONSIGNEE					printed or otherwise incorporated, as fully as if they were all signed by the Merchant, notwith- standing any local custom or privileges to the contrary, and agrees that all agreements or freight engagement for and in connection with the carriage of the Goods are superseded by this Bill of Lading. In witness, the undersigned has signed the number of original Bill(s) of Lading stated herein, all of this tenor and date, one of which being accomplished the others to stand void. This Bill of Lading duty endorsed must be surrendered in exchange for the Goods or delivery order.				
PRE-CARRIAGE BY	AGE BY PLACE OF RE Zuric				TYPE OF MOVE			An enlarged copy of back clauses is available from the Carrier upon request.	
NAME OF VESSEL VOYAGE N			O: PORT OF LOADING				DECLARED CARGO VALUE		
CMA CGM SABRINA 009S					Rotterdam			DECEARED CA	NGO VALUE
PORT OF DISCHARGE Shanghai	PLACE OF DELIVERY Shanghai				FINAL DESTINATION (MERCHANT'S REFERENCE			LY)	
	P/	RTICULARS	FURNISHE	D BY ME	RCHANT - CARRIER HAS	NOT VERIFIED)		
MARKS & NUMBERS CONTAINER NO. / SEAL NO.	NO. OF UNITS OR PACKAGES		DE	DESCRIPTION OF GOODS AND UNITS OR PACKAGES			G	ROSS WEIGHT	MEASUREMENT
YMLU3536480 Seal No. 07144	1		20FT said to contain:						
ADDRESS	10 Case	GARDEN EQUIPMENT AS PER INVOICE NO. 8888 DATED 23.07.2020					1′243.00kg	14.400 m³	
SHIP				REIGHT PREPAID SHIPPER'S LOAD, STOW, WEIGHT & COUNT					
TOTAL NO. OF UNITS OR PACKAGES (IN WORDS)									
FREIGHT AND CHARGES		RATE		PER	PREPAID	COLLECT	Nos	OF ORIGINALS B/I Express B	<u> </u>
								EAND DATE OF IS ssersdorf /	SSUE 2020 - AUG - 02
							PREF	AID AT	
								BLE AT igin	
							EXCI	HANGE RATE	
TOTAL CHARGES							AS (ARRIER	
LADEN ON BOARD THE VESSEL A					ACCOUNTING INFORMATION / SPECIAL REMARKS			KINTETSU WORLD EXPRESS, INC. D/B/A APL LOGISTICS	
CMA CGM SABRINA ON 2020-AUG-02								BY KINTETSU WORLD EXPRESS	
BY KWE					(SWITZERLAND) LTD As agent for the Carrier				

DEFINITIONS

- "Merchant" includes the shipper, consigner, consignee, owner and/or receiver of the goods and the holder of this bill of Lading, and any successor in interest, assignee, subnogee, and anyone acting on behalf of any such person or entity,
 "Coods" means the cargo described on the face of this bill of Lading, and Includes any portion thereof, and if the cargos is pacided into one or more constinents's supplied or furnished by or on behalf of Merchant, the term includes

- "Goods: Theasts the cargo oscerotions our user of the cargo oscerotions are cargo is packed into one or more contained; so upplied or furnished by or on behalf of Merchant, the term includes the container(s) as well.

 "Out?" means the costonmary freight unit, which will apply to the container as a whole where the Goods have been shipped in a container(s) and freight is charged on a "per container" basis, and shall also apply to author of the container and th (5)

- CALUSE PARAMOUNT

 As far as this Bill of Lading covers the carriage of the Goods by sea or inland waterways, the Bill of Lading shall be effect subject to the provisions of the international Carriage of Goods by sea Act of Japan enacted 13 June, 1957, as amended 3 June, 1992, I hereinafter called the "Act", unless it is adjudged that any other legislation nearthy the international Covereinton for the unlinication of Cartina fluxes of Law relating to Bills of Ladingheethrafter called the "Bague Rudes") done on 25 August, 1934, or the Protocol to amend the Hague Rudes done on 25 February, 1954 and for on 21 December 1957/been after called the "Bague-Rudes") done on 15 August, 1934, or the Protocol to amend the Hague Rudes done on 25 February, 1954 and for on 21 December 1957/been after called the "Bague-Rudes", mandatorty applies to the Bill of Lading, in which case it shall be subject to the provisions of the Hague Rudes Cartier and/or Actual Cartier and or the Goods are delivered to Merchant.
 If any provision herein is regulprant to any extent of the Act, the Hague-Rudes, The Hague-Visty Rudes, or any other laws or regulations mandationly applicable to the contract-evidenced by this Bill of Lading, such provision shall be null and void to the extend of such repugnance but no further.

- shall be null and void to the extend of such repurpance to use construct systiks Bill of Lading, such provision

 U.S.A. CLAUSE PARAMOUNT

 U.S. CLAUS

GOVERNING LAW, VENUE, JURISDICTION AND LIMITATION STATUTES

- GOVERNING LAW, VENUE, JURISDICTION AND LIMITATION STATUTES
 The contract evidenced by or outsited in this fill of Langy at ab be governed by Japanese law except as may be otherwise provided herein, and any action against the carrier shall be brought before the Tokyo District Court in Japan, except where the Goods are tempsored too from an point or place in the United States and are subject to U.S. COSA, as set forth in Clause 3 hereinableve, in which case any action against Camer shall be brought to U.S. COSA, as set forth in Clause 3 hereinableve, in which case any action against Camer shall be brought in the United States District Court for the Southern District of New York.

 In any event, Camer and Actual Carrier shall be discharged from all lability in respect of loss of or damage to the Goods are to the Cost of the Cost of Cost of

MULTIMODAL TRANSPORT BILL OF LADING

- MOLTIMODAL TRANSPORT BILL OF LADING
 Carrie, by the Issuance of this Multimodal Transport Bill of lading, undertakes to perform the entire transport
 from the place of receipt Identified on the face hereof, to the point or place designated for delivery stated on the
 face of this Bill of Lading.
 Notwithstanding the above, the provisions set out and referred to this Bill of Lading shall also apply when the
 transport is performed by only one (1) mode of transport in the case that this Bill of Lading is used as ocean bill
 transport is performed by only one (1) mode of transport in the case that this Bill of Lading is used as ocean bill
 the leading Port and/or after discharge from the vessel at the Discharging Port.

- the loading-port and/or after discharge from the vesses at the locatinging rorr.

 NEGOTIABILITY AND TITLE TO GOODS

 By accepting this Bill of Lading, Methant hereby agrees with Carrier that unless this Bill of Lading marked "Norse and the holdes by endocement of this Bill of Lading, shall be entitled to receive or to transfer the Goods dear the holdes by endocement of this Bill of Lading, shall be entitled to receive or to transfer the Goods described on the face hereof. If multiple originals are assure by Carrier, the Bill of Lading which is sixyened andror marked "One of Original, bug plushes and Tipitizes" by Carrier shall constitute titled to the Goods, when one is surrendered, the other(s) shall be void in Bill of Indings hall not be prime face evidence of the shalling in charge by Carrier to the Goods as described on the face hereof if the description of the Goods is qualified by a planes such as "Said to contain", "Contents hallownew, "Shipper's veight, Indications and count,", or simplers which is and and count," or simplers weight, Good stowes and count," or simplers weight, Good stowes and count," or simplers and planes and the particulars of the Goods have been supplied by Mercharit and have not been verified by Carrier, and that this Bill of Lading shall not be primts a face evidence of receipt by Carrier of the Goods as so described or in such weight, court and lor other particulars.

CARRIER'S TARIFF
Carrier has tariff which sets forth freight rates and other charges which may be applicable to
the contract evidenced by this Bill of Lading, and such tariff may also contain other terms or conditions which
likewise may be applicable. Copies of such tariff provision may be obtained from Carrier upon request, However,
in the evert of any inconsistency between this Bill of Lading and the terms or conditions of the tariff, this Bill
of Ladingshilling them.

- RECEPTIONS OF THE GOODS

 Merchant shall be deemed to have guaranteed to Camier the accuracy and the conectness of the description, weight, count and particulars of the Goods furnished by merchant at the time the Goods are delined to carrier this full of Lading Is issued setting forth such particulars as to description, weight, count, macks, number, quantity and volume as furnished by Merchant, and Merchant full informity Carrier against any loos, dranage, expense, cost and fee arising from or in connection with any inaccuracy, incorrectness andor insufficiency of such particulars.
- the contract is the early provided by Carte (and provided by Carte (

- METHODS AND ROUTES OF CARRIAGE AND IN SECTION OF CONTAINESS
 Carrier mag, but shall not be obligated to, at any time and without notice to Method and the contained of the contai as any pase or port whatsoever once or more other and in any originator (i) has etunjack, and for remove the Goods which have been packed this a container and forward them in another container, and/or (g) local and unload the Goods at any place or just, whether or not such place or port, the port is many another container, and/or (g) local and unload the Goods at any place or just, and the container or port is the port in street as the port of place of loading or port or place of decisioning or the face hereof the carrier may are the Goods for themselves and the container or port of the origination of the termination of transportation (g) given to Mechant-Metchant shall be laided for any cost(s) and/or eye are in rumed in come ton with such inspection, unpacking, forwarding, and bard string in addition to cost(s) and/or eye meets in rumed in owner ton with such inspection, unpacking, forwarding, and with the container of the co

- (2) and/or any delay arising therefrom shall be desmed to be within the contractual carriage and shall not be considered a destretion. Carrier shall not be liable for any loss of or damage to the Goods if Carrier has performed in accordance with preeding subparts (1) and for (2), and Carrier shall be entitled to recover all expenses incurred in connection therewith from Merchart. Metchant shall procure all certificates to accompany the Goods in complance with all laws and regulations of any port or place to which the Goods in compliance with all laws and regulations of any port or place to which the Goods are to be ternaported under the till of Lading.

CONTINGENCIES

- OCNTINCENCIES
 If the transportation is, or is reasonably likely to be, delayed or interrupted by any hindrance, risk, danger, delay, difficulty, disability, and provided in the carriage of Goods not being able to be safely or difficulty, disability, and provided in the carriage of Goods not being able to be safely or difficulty, disability, and the carriage of Goods not being able to be safely or difficulty, disability, and the carriage of Goods not being able to be safely or excelences, the Carrier may, but is not obligated to, terminate the transportation of the Goods, without prior notice to or appropriation of the Goods, without prior notice to or appropriation of the Goods, without prior notice to or appropriation, any place or port an electrant's disposal, tidy, and experience. The contingencies referred to in the preceding subpart shall include, but not be intented to, danger or dustaneous. The contingencies referred to in the preceding subpart shall include by time the initiation of programming or dustaneous carriers of the contingencies referred to in the preceding subpart shall include by time to be initiated to, larger or dustaneous carriers of the contingency of the continuency of other shallows of the continuency of the continuency

- restino to the Goods, which expenses shall linewise be considered height and included in carriers on the Goods.

 O POTIONALS TOWAGE AND DECK. CARGO

 Merchant acknowledges and agrees that the Goods may be packed by Carrier in any container and consolidated with goods of other merchants for temporation.

 Merchant further acknowledges and agrees that Carrier may carry the Goods, whether packed in containers or not, on deck without notice to Merchant, unless on the face here lift is specifically stipulated that the Goods will be carried on more or this till of lidaring any statement of such on deck crainers, such goods and with the carried on deck, Carrier shall not be required on deck; carrier within the deviation of her Goods for the proposed USC COSSA and for the acrease on deck and the demand to be within the definition of her Goods for the purpose of USC COSSA and for the carrier on deck shall be demand to be within the definition of her Goods for the purpose of USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA and for the carrier of the CoSSA of the proposed USC COSSA of the CoSSA of the proposed USC COSSA and for the CoSSA of the CoSSA o

12. DELIVERY OF THE GOODS

- DELIVERY OF THE GOODS

 If the Goods are placed in a container(s) packed and seeled by Herchart, and the container is subsequently
 the Goods are placed in a container(s) packed and seeled by Herchart, and the container is subsequently
 to Carrier of the Goods in the same weight, Bod, store, court, Volume, order, condition, description as received
 by Carrier of the Goods in the same weight, Bod, store, court, Volume, order, condition, description as received
 by Carrier, and Carrier shall bear no liability for loss, damage, or shortage of the Goods, or other descripancy in
 the contents of the containers. Metchant however, activatedges that costones agents and other governmental
 authorities pean and largest containers and sealed units from time to the earlier shall of a carrier
 purpose shall neither impose not form the beats for any liability on Carrier.

 The purpose shall neither impose not form the beats for any liability on Carrier,
 under the receiver of the condition of the containers. The contents thereof may be objected and on condition
 that the Carrier shall not be labels for any charrings, loss chamage or discrepancies of the Goods which are found
 upon unapposition the containers the centers thereof may be delivered by Carriers, at the abooks the discretion of
 Carrier, in accordance with the brands, marks, numbers, stored, or speed of packages or pieces, and such delivery
 if the Goods have been packed into a container by Carrier, Carrier may, but shall not be obligated to, other the
 containers of such enterly of the container of the store of the container.

 Merchant shall assume full responsibility for and shall indemnify Carrier against any loss of or damage to
 court while in the possession or control of Merchant, its agent, or any inland carrier engaged by or on behalf of
 delivery of the Coods, or any part the three of safely the Merchant I stock to leave when and
 delivery to the Coods or or any of the engaged to the container.

- An extraction of the possession or control of Merchant, its agent, or any inland cartier engaged by or on behalf of Merchant.

 If delivery of the coods, or any part thereof, is falled to be taken by Merchant at the time and the place when and where cartier is permitted to call upon the Merchant to take delivery under this fill of Lading, then Cartier may, but it not obligated to, transport the coods to a location for storage including any place of another port which is resonable, and/or warehouse or store the Goods, and/or unpack the Goods from any container in which they were cartied at risk and cost of Merchant. Merchant shall be liable for all costs incurred by Cartier for transport to the control of the control o

- 13. CARRIER'S FAILURE TO LOAD AND DELAY IN DELIVERY
 (1) In the event Carrier or Actual Carrier fails on Load Actual Carrier fails on CARRIER'S FAILURE TO LOAD AND DELAY IN DELIVERY
 in the event Carrier or Actual Carrier fails to load the codes on the vessel specified on the face hereof, whether
 due to actify or omissoris of Merchant, Actual Carrier, Carrier, or from any other case whatsoever, Carrier shall
 have the right, but not the obligation, to amung for transport on another vessel, or by other nears a set forth
 in classe 9 heetinabove, or Carrier may choose to cancel this combact. Any exits freight, change, or expense
 have a lien on the Goods for these exits changes and expense, which shall likewise be considered relight, in
 addition to the freight quoted andors set for the on the face hereof.
 Carrier does not guarantee that the Goods shall annee at the port of dischlarage or the place of delivery at any
 particular time or in time to meet any particular market use, and Carrier shall not be responsible or labele for loss
 of ordination in value due to any such delay, in any event and without perspective to the face of
 of the carrier for loss or damage andor expense resulting from delay in delivery shall be limited to an annual
 carriers.
- age. dause herein giving names of parties who desire to be notified on the arrival of the sessel or of ansport at destination is solely for the Information of Carrier and its agents, and failure to notify shall not result in any liability on the part of Carrier.

- of transport at destination is solely for the information of carrier and its agency, mu simile or notice that the special natural transport and the part of carrier.

 DANGEROUS GOODS, RADIOACTIVE MATERIALS, CONTRABAND AND HEAVY LET GOODS which are diagnoss, hazadous, flammable, poisonous, notous, radioactive for other similar natural and the decident as as they before that prior to the time interested for transport under the sill of bading, and the said like decident as as they before the prior to the time the medical for the prior to the time the said of bading, and the said like decident as as they before the prior to the time the said of bading, and the said like decident to the said of the said like the

- exceeds one (1) metric ton or van over-perchaging, palled, crade lifting eyes or other interchant in writing prior to booking, the given (5) certimeters for two (2) min-his his and in in reasonably foreseeable conditions of import, accordance with harfit rate is useful at the time. Whether or not Nerchant was aware of use other stillar harmer of the goods, in any event, if personal latery or death and all claims, bosses, arried because.

15. VALUABLE GOODS
Camer shall not be rei
metals, radiosotopes,
documents, pictures, e
Goods whatsoever, inc
of the goods have bee
inserted on the face hi OUDS

On particular to an extent for any loss or damage to platinam, gold, drug, powing previous
to the process of the control bullon, speech, camerage reportable increments, sour time, writing
the processor of the control bullon, speech camerage reportable increments, sour time, writing
the processor of the control bullon, and the control

AUTOMOBILES, MACH NERY, FARM FOUIPMENT AND OTHER UNPACKED GOODS.

- AUTOMOBILES, MACRIMENT, FARM EQUIPMENT AND OTHER UNPACKED GOUDS,
 MAN METAL REPOLUCTS
 The term "apparent good order and condition" when used in this fill of Lading with reference to unpackaged
 cool, including but not limited to automobiles, machinery, farm equipment, and netal products (including but
 out invaried by select coils, seed sheets, where not, or play shall not mean the Goods are free of derits, suretices,
 cools, or the county of the control of the object of the control of
- condition(s).

 Superficial rust, oxidation, moisture or any like condition of any iron, steel or metal products is not a condition of damage but is inherent to the nature of the Goods and admondedgement of receipt of the Goods in apparent good order and condition does not men that the Goods when received were free of visible rust, oxidation or mixture. The Carrier shall in no event be liable for loss or change arising out of or resulting from such inherent nature of the Goods.

nature of the uous.

PRECISE MACHINERY

Metchant acknowledges that Carrier has not undertaken an irrspection of moving parts or the operation of machinery tendered for transport. Any statement on the face hereof that such Goods have been received by Carrier in "apparent upon dorder and conditions" shall not be construed as a representation or warranty of the working in the controlled of the presentation of the proving of the controlled of the presentation of the proving of the controlled of th

18. TEMPERATURE CONTROLLED GOODS (1) Merchant an inventoring the control of the c

- TEMPERATURE CONTROLLED GOODS

 Merchart active/decises that the cooks of not require special care in the stawage, handling, or transport, such as sentilation, humidity control, refugerated carriage, or watering fin the case of live plants urless Merchant has declared the need for such special sowage or care in writing prior to tendering the Goods to Carrier and Carrier has agreed in writing to undertake such special care, and a higher regist rate has been paid therefor. In the event Merchart declares the need for special care and Merchart instructions for special care are breached on the face hereof and traject regist in several care and Merchart firstructions for special care are breached on the face hereof and traject regist in search several care and traject registricts on one event shall care. The lake for any the beackdown, stoppeng, millimotico, or, or latent defect in any refrigeration or no event shall care.
- no event shall Carrier be liable for any breakdown, stoppage, mammzuoun, or samm uscos. In my programment preparative controlling equipment. If the goods have been packed into a refrigerated or reefer container by Merchant, Merchant admoveledges and agrees that it his impacted such container and has found it stutable and operational, including its refligeration plant and thermostatic controls. Merchant agrees that it shall set the proper temperature range sufficiently prior to loading the container for safe receipt of the Goods, and further agrees that carrier shall not be lable for any loss or dramage to the Goods arising from any failure to perform Merchant's obligators hereinabove. If the goods have been packed into a refrigerated or reefer container by Carrier and the temperature range excepted by Merchant has been set forth on the face of this till of Lading, Carrier shall undertake to set the temperature range excepted, but shall not be responsible for any loss or dramage to the Goods due to fluctuations in temperature, and Carrier does not guarantee the maintenance of such temperature range within the Container.

LIVE ANIMALS AND PLANTS

The animals and/or plants, when accepted for carriage, are accepted for carriage solely and absolutely at the risk of Metchant and without any warranty or undertaking whatsoever by Carrier that the vessel and other means of transport are seaworthy, fitted, manned, equipped, and supplied for the reception, carriage, and preservation of such Goods.

- 20. LIMITATIONS OF LIABILITY AND DEFENSES

 (1) Merchant agrees Carrier shall be relieved of liability for any loss or damage to the Goods, diminution in value, or delay in delivery antising from;

 (a) Act, neglect, or default of the master, mariner, plict, or the servents of Carrier or Actual Carrier in the navigation or the management of the ship.

 (b) Fire, unless caused by the actual fault or privity of Carrier or Actual Carrier;

 (c) Perlig dangers, and accelerate of the sea or other manageable waters;

(o) (p)

- or the management of the ship;

 fire, unless caused by the actual fault or privity of Carrier or Actual Camer;

 Perils, dangers, and accidents of the sea or other navigable waters;

 Act of Good;

 Act of war or wartike operations;

 Act of public ememies;

 Arrest of restraint of princes, rulers, or people, or seture under legal process;

 Arrest or restraint of princes, rulers, or people, or seture under legal process;

 Act or omission of Merchant or the owner of the Goods, its agents or representatives;

 Compliance with the instruction of the person entitled to give them;

 Delect of the container or similar article supplied by the Merchant or any other person acting on behalf of the Merchant;

 Handling, loading, stowage or discharge to and from container or similar article by the Merchant or any other person acting on behalf of the Merchant;

 Bloss or old commotions;

 Risks or old commotions.

- Ribbs or drift commotions; Saving or attempting to save life or property at sea; Westage in bulk or weight or any other loss or damage arising from inherent nature, de Goods; in sufficiency of packing or packaging, or in the preparation of the Goods for transport; Latent defects. Any other cause arising without the actual fault or philty of Carrier or Actual Carrie neglect of the agents or severates of carrier of actual Carrier; ther cause arising without the actual fault or privity of Carrier or Actual Carrier or without the fault or to of the agents or servants of Carrier of Actual Carrier;

- bject to all the terms and conditions of this Bill of Lading by the vessel named on the face hereof or any substitute at the electroant. All descriptions contained herein considered unknown to the Carrier.

 (2) In any event, where the Goods are shipped to or from any port or place in the U.S.A., Carrier shall be entitled to limit its liability to U.S. 5500 per package, or per customary fright unit where the Goods are not shipped in package or the Goods are shipped in the containers packed and sealed by Merchant, in which case the containers shall be deserted the "package" for purposes of this Bill of Lading, however, if fright is assessed on a "per chall be deemed the "customary fright" that "package" is the bill that the sealed by Merchant is assessed on a "per chall be deemed the "customary fright unit" and Carrier's Bublity shall be limited to U.S. 5500 per container. Where the Goods are shipped to or from a country that is a signature to the Haspe Rules or Hage-Victor and off the Goods are shipped and container foods and sealed by Merchant the applicable limitation amount shall apply on a "per container" basis.

 (3) in accepting this Bill of Lading, Merchant adonovelegs that it has been offeed the opportunity to delate the space on this Bill of Lading, Merchant adonovelegs that it has been offeed the opportunity to delate the space on this Bill of Lading, Merchant adonovelegs that it has chosen for the declaration of Value", or if the entry "NO" or any other notation indicating no value has been decread appass in in this space on this Bill of Lading of beginning the Town which appare is not to declare a value for the Goods, if Merchant chooses to declare a value for the Good, then an ad-alorem fright rate shall be assessed, and Merchant shall be a state of the Cooks are shipped in the Cooks are shipped to the Cooks are hot speed subjec

- ALB NLTY OF SEVYANTS. AGENTS, AND SUB-CONTRACTORS
 The Merchant shall incleming the Carrier against any dain which may be made upon the Carrier(s) or any
 method and the merchant shall inclement to the Carrier against any dain which may be made upon the Carrier(s) or any
 made against dium by the Merchant.

 In entering into the countract, Carrier(s to the extent of those provisions, does not only on its behalf but also on
 behalf of the Acual Carrier(s), as well as any and all servants, agents, subcontractor(s), in-land carriers, streedoes, and inappendent contractor(s), performing any of Carrier's or Acual Carrier's dutte or obligations hereander.

 All such missions and entities shall be beneficiaries of the till of Lading and entitled to avail themselves of the
 object-hant acknowledges that the aggregate of any amount is shall be entitled to recover from Carrier or Acual
 carrier(s) shall no cace exceed the limitation of inshirtly provided for hereinabove.

 No sevent, agent, subcontractor, carrier, sub-carrier, in-land carrier, stevedore, or any other independent contractor(s) performing any of Carrier's duttes or obligations hereunder.

 No sevent, agent, subcontractor, carrier, sub-carrier, in-land carrier, stevedore, or any other independent contractor(s) performing any of Carrier's duttes or obligations hereunder, and specifically including the carrying vessel identified on the fisch entered, its ovenet(s), operator(s), and any other cocan vessel performing any part of the
 Lading unless such water is authorized or ratilled, in writing, by Carrier prior to the time the Goods are tendened
 for transportation under this Bill of Lading.

- for transportation under this Bill of Lading.

 22. SETILEMENT OF CLAIMS

 (1) Merchant activately days that Carter shall not be responsible for any dains comprised of loss of profits, exemplary, special, consequentia, indirect damages, or loss of market value due to delay in annual or delivery of the Goods.

 2) Merchant acknowledges and agrees that if a declaration of value for the Goods has been declared and inserted on the face hereof, such value shall not exceed the invoice value of the Goods, plus the freight costs and insurance prentums paid, if any, Merchant further admonosleges and agrees that, in no event, that Carter be responsible for any claim for damage to or loss of the Goods which exceeds the invoice value of the Goods.

 3) the Carter shall no row events be hable for any loss of or damage to the Goods. In a monant exceeding the office Goods lost or damaged whichever is the highler, provided, however, that if the Goods are shaped to or from any port or place in the U.S.A. the amount shall be onlike to allow the Carter's accordant has declared and a valorem value and such exclused value is reserved on the face of this Bill of Lading, such clause is the contractive of the Carter's accordant has declared and a valorem value and such exclused value is reserved on the face of this Bill of Lading, such claude value shall be the limit of Carter's facelity in any, for damage to or loss of the Goods. In the event of a partial loss or partial be the limit of Carter's facelity in the purpose of application of the Carter's ladded by one to the later's intention of liability. Her application of the Carter's landed by any the half of the Merchant, and when the number of package or units packed into the container is not enumerated on the face hereof, each container shall be considered as one package for the purpose of application of the Carter's landed by the theory of the Goods which are shipped from any area other than Japan shall be harded by the Abell of the Harchant, and when the number of package or units an

- 23. MERCHANT'S RESPONSIBILITY
 (1) The Merchant warrants that in agreeing to the terms and conditions hereof, he is, or had the authority of, the person owing or entitled to the possession of the Goods and this till of Lading.
 (2) The Merchant shall comply with any and all laws and conventions related to the shipment, including but not limitted to the requirement to provide Vertiled Gross Misscy/Uchi under the international Convention for the Safety
 of Life at See(SOLAS), and all regulations or requirements of customs, port and other authorities, and shall beer
 and pay all divides taxes; these imposts, expenses or lossed including, but, not limited to, frieght for additional
 carriage undertakely incurred or softered by reason of feature to corrigy or by season of any fleggl, increact or
 insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

- 24. FREIGHT AND CHARGES
 (1) The freight set forth on the
- FREIGHT AND CHARGES
 The fleight set from to the face of this fill of Lading shall be considered completely earned upon Menchant's teader of the Goods for transport pursuant to this fill fol Lading, and whether fielght is stated to have been prepaid or to be collected at the destination, all changes due under this fill of Lading shall become payable to Carrier immediately as such changes become due.

 The carrier shall be entitled to all relight and other changes due whether actually paid or not, under any dicturstance whatever, whether the vessel or other means of transport or the Goods be lost or not, or the voyage or the carriage be brosse up or flustrated or abandoned. The appearent of relight and any further changes due under this still of Lading shall be made by Merchant in cash, without deduction, counter claim, or offset whatsever, whether the esponsible for any expenses incurred by Carrier for recopering, restowing regulating, enganding, relating, inspecting, recording responding regulating, inspecting, recording responding respondin
- (4)
- (5)
- Goods. Mexchant shall be regionable for any dutter, taxies, fines, dues or other charges whatsoever that may be levied by any government, custims official, port, or other such authority. Mexchant shall be responsible for all files and losses which Center may incur from the Merchant's failure to load the Goods or in part on the vessel or other means of transport from any cases whatsoever. The freight set from the face been for his been calculated on the basis of particular furnished by Merchant, if these particulars are inaccurate or incorrect, a sum equal to double the connect freight, less the freight charged and paid, shall be goadle as slighteded changes to Carrier for relyth che remedite, and Merchant also shall be responsible for any fines, penalties, expense(s) or loss(es) incurred by Carrier due to the miss-declaration of such particulars.
- sponsible for any fines, penalties, experienced or nosteror accordance of the Goods, and the holder of this Bill of lading, terchant, including the shipper, the consignee, the owner of the Goods, and the holder of this Bill of lading, all be jointly and severally liable to Carrier for payment of all freight and charges due hereunder and of for the efformance of the obligations of each other. (7) N

- Pentintanke to the Cook, which shall survive delivery, for freight and any charges, expenses, costs, general average, contributions, demurage, detention and salvage cost and/or other sums owing under this bill of lading and not by any other contract. Carlier may without notice and at the Merchant's experse and without any liability towards the Merchant, enforce this lien by public or private sale or the Goods. Carrier shall further have a lien on any other property belonging to Merchant which may be in Carlier's or Actual Carlier's possession for any sums due under this bill of Luding if the proceeds of a sale of the Goods carried brewinder or of any other property belonging to Merchant fails to cover the All anamet due, Carlier's thall be entitled to encoure the anomation of the Carlier's and the Carlier's out of the other this lien against any containing which remains due and owing from Merchant and shall be entitled to enforce this lien against any charges and the carlier's to enforce this lien against any charge and the carlier's to enforce this lien against any charges and the carlier's to enforce this lien against any charges and the carlier's to enforce this lien against any charges and the carlier's to enforce this lien against any charges and the carlier's the office the carlier's the carlier's charges and the carlier's the other than the carlier's charges and the carlier's the other than the carlier's charges.
- a lieu on any other property belonging to Merchant which may be in Cartier's or Actual Cartier's possession for any sums due under this fill of Lading, if the proceeds of a sale of the cooks cartier beneutior or of any other property belonging to Merchant falls to cover the full amount due, Cartier shall be estitled to recover the amount of the cartier shall be estitled to recover the amount of the cartier's possession. Belonging to merchant in Cartier's possession. Cartier's possession. Delivery shall be effected when Merchant to provided northication that the Goods have arrived at the Place of the height property belonging to merchant in Cartier's possession. Cartier may select in accordance with classe 10. Merchant acknowledges that the "fire" time provided for Cooks discharged from a vessel to the duck, quay, pier, or other port are any the catterning select, and varies from port to port. Merchant activations to exercise due difigence to receive the Cooks as soon as nothication of arrival is provided. Merchant further accordance with the cartier should be accordance of Lading.

GENERAL AVERAGE AND SALVAGE

- GENERAL AVERAGE AND SALVAGE
 General Average Avail he adjusted, stated and settled at port of place where the carrying vessel and/or her owner
 shall decide according to the York Antherop Bules 1974, or any amendment or modification thereof in effect, and
 any other tries laws, cutoms or usages of any port, or place of the adjustment. Carrier may demand a cash
 deposit or other security afficient to cover the estimated constitution of the Goods and any salvage and special
 charges thereon, which shall be made by Merchant to Carrier, or such third party as Carrier designates, prior to
 the delivery of the Goods.
- charges trate-only, wincot some in mote by sectionant to carrier, or sout minute parts are rimer designates, prior to All eigenoses in consection with or elasted to any act by Carrier, Actual Carrier, or any other parts proprioring pary portion of Carrier's obligations benefit, in order to avoid or infrience damage to the environment, shall be conserved as general environment and the cooks shall be solely responsible for such expense. If sharpes sentices are nerelated to the vessel or the cooks, the extendit shall provide assigned security in the amount and in the form requested by the solivor of shall provide countier-security to Carrier if Carrier has provided such security to the solition on behalf of or to the benefit of the desthant, in the event of any father to provide security suffered by Carrier. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertake responsibility to pay such contribution and to provide such deposit for the estimated amount of such contributions as the Carrier shall require.

Merchant acknowledges that Carrier does not wan or operate coan weeks and flut. Merchant acknowledges that Carrier does not wan or operate coan weeks and that, to the extent the transportation set forth on the face of this still of Lading entals transportation by water, which are great the term of sixth actual carrier(s) covering the transportation by water. Merchant agrees the term of sixth actual Carrier(s) entally cardioding more disadvantageous terms for Carrier than specific terms set of the here, are incorporated by reference, such incorporation to specifically include any both to Blame Collision Clause, and any Jason Clause or New Jason Clause, appearing on the service of the Ocean Carrier's Bill of Lading or Sea Weight], and my notation as for "on disc" stronger which appears on the face of this better plant of Lading or Sea Weight] and my notation as for "on disc" stronger which appears on the face of this sill of Lading.