

# Software Terms and Conditions

## Important Notice:

We have listed terms and conditions of doing business with Seabay International Freight Forwarding Co Ltd. ('Seabay' hereafter). You are recommended to read them carefully. If necessary, please seek independent legal advice. We have to stress that by accepting terms and conditions of any mode we assume that you are accepting terms and conditions of all modes.

These Terms and Conditions govern the use of [www.seabay.cn](http://www.seabay.cn), [Seabayfba.com](http://Seabayfba.com) Software and applications.

## 1. DEFINITIONS

1.1 Application Data: shall mean any data associated with or related to the Application Services provided by Seabay to Customer (excluding any User Content or any other data managed by Seabay on behalf of other customers or with other services or offerings not included in the Application Services) including but not limited to ports, carriers, tariffs cargo manifests, invoices, price quotes to customers and the metadata surrounding the price quotes (weight, volume, geolocations, ports etc.). Notwithstanding anything to the contrary herein, all Application Data shall be considered Confidential Information of Seabay.

1.2 Application Services: shall mean the services included in, but not limited to Seabay's Freight Client Platform Core, Seabay's Client App, Seabay's Origin App, that are made available to Customer or partners via the Internet and our Site [www.Seabay.cn](http://www.Seabay.cn) and [www.seabayfba.com](http://www.seabayfba.com), or other electronic means and any Software and Application Data provided by Seabay in connection with such services.

1.3 User Content: shall mean all content, data and materials selected and provided by Customer and its Users to Seabay in electronic or hard copy formats and entered by Customer into the Application Services or Software. Notwithstanding anything to the contrary herein, all specific User Content shall be considered Confidential Information of Customer.

1.4 Platform: as part of the Services provided Customer will get access to the logistics Client Platform Core to communicate with Seabay regarding ongoing shipments, retrieve all data associated with these shipments and book freight services.

1.5 User Proposals/ Feedback: any suggestions, comments, or other feedback that Customer provides to Seabay with respect to the website, the Services, or any other Seabay product or service.

1.6 Confidential Information: shall mean, with respect to a Party hereto, (a) the terms and conditions or any other agreement executed between the parties, (b) all nonpublic information concerning the business, technology, products, services, internal structure and strategies of the disclosing Party, specifically including, without limitation, Software, Documentation, end-user materials, Intellectual Property Rights, proposals, designs, concepts, methodologies, inventions, source or object code, developments, research, programs, databases, referral sources, customers, prospective customers, inventions, developments, "know-how," procedures, financial information or licensing policies and (c) any other information clearly labeled by the disclosing party in writing as "confidential" prior to its disclosure, otherwise deemed as Confidential Information under this Agreement, or which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment under the circumstances. The following information will not be considered Confidential Information: (i) information which was in the public domain prior to its disclosure; (ii) information which becomes part of the public domain by any means other than through violation of this Agreement; (iii) information independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, or (iv) information received from a third party not under any obligations of confidentiality.

## 2. SOFTWARE USAGE

2.1 Terms: These Seabay Terms and Conditions apply to the features and functions provided by Seabay, to access the API that may be used to access the Services. By accessing and using the websites or Services, Customer agrees to be bound by these Terms. These Terms come into effect on the first day the Customer uses the website or any of the Services.

2.2 Registration: In order to use many aspects of the Services, you must first complete the Seabay registration process via the website. Customer agrees: (a) to provide accurate, current and complete information about the company and customer's position within that company as part of the registration process ("Registration Data"); (b) to maintain the security of Customer's password(s); (c) to maintain and promptly update the Registration Data, and any other information provided to Seabay, and to keep it accurate, current and complete; (d) that you are responsible for maintaining the security of your account and safeguarding your password(s), and (e) that you will be fully responsible for any activities or transactions that take place using your account(s) or password(s), even if you were not aware of them.

2.3 Access to Platform: Subject to the Terms and Conditions and on the registration criteria, Seabay hereby grants to Customer exclusive, non-transferable, revocable right to: (i) access and use the Services, the logistical Platform Core and its associated documentation, solely for Customer's own internal business purposes when arranging logistical services offered by Seabay; and (ii) access and use any data or reports that we provide or make available to you as part of your access and use of the Services solely in conjunction with your use of the Services.

2.4 Duration: Customer will be able to use the Platform and the Services for the period it uses Seabay's freight services.

2.5 Users: Each User account is valid for one User only and may not be shared concurrently or otherwise by or among multiple Users. Customer may harvest and/or reassign User accounts to new Users within its organization. Users of the Platform are limited solely to Customer's employees or their suppliers.

2.6 Use Limitations: Modification, reverse engineering, reverse compiling, disassembly of or creation of derivative works incorporating the Platform, or any portion or component thereof is expressly prohibited. Except as expressly authorized by these Terms and Conditions, Customer and its Users shall not unbundle, sublicense, assign, transfer, display, distribute, rent, resell or lease the Application Services or any portion or component thereof to any third party. Furthermore, the Customer may not (a) use the website or the Services to store or transmit any viruses, software routines, or other code designed to permit anyone to access in an unauthorized manner, disable, erase or otherwise harm software, hardware, or data, or to perform any other harmful actions; (b) build a competitive product or service, or copy any features or functions of the website or the Services (including, without limitation, the look-and-feel of the website or the Services); (c) interfere with or disrupt the integrity or performance of the website or the Services; (d) disclose to any third party any performance information or analysis relating to the website or the Services; (e) remove, alter or obscure any proprietary notices in or on the website or the Services, including copyright notices; (f) use the website or the Services or any product thereof for any illegal or unauthorized purpose, or in a manner which violates any laws or regulations in your jurisdiction; (g) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms that make up the Services or any software, documentation, or data relating to the Services, except to the limited extent that applicable law prohibits such a restriction; or (h) cause or permit any third party to do any of the foregoing.

2.7 Right to terminate usage: If the Customer renders the Platform unusable it may terminate usage at any given time, however this will not require Seabay to continue offering freight services.

2.8 Access after termination of the services: Customer is granted access to the Platform at least one year after the last shipment has been completed in the event the Customer chooses to cease using Seabay's freight services.

2.9 Third-party vendors: Customer understands that Seabay uses third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to provide the Services, and customer agrees that Seabay is not and will not be liable or responsible for the acts or omissions of such third-party vendors or hosting partners.

2.10 Electronic communication: By using the Software and Services the Customer consents to receiving electronic communication from Seabay for both logistical and marketing purposes.

### 3. USER CONTENT AND OWNERSHIP

3.1 Customer retains ownership rights to their registration data, user logs, configuration settings and any other data contributed by Customer in connection with the Services ("User Content"). By making available any User Content through the Services, Customer hereby grants to Seabay a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to use, copy, adapt, modify, and otherwise process User Content for the purposes of providing and improving the Services for all Seabay users. Seabay does not generally view or disclose Customer's User Content. Occasionally Seabay may need to view User Content in connection with servicing the websites. Seabay may also perform statistical analyses on User Content in connection with developing or optimizing our Services. The use thereof is further explained in our privacy policy.

3.2 Seabay will only disclose User Content to its employees, contractors, and affiliated organizations that (i) need to know that information in order to process it on Seabay's behalf or to provide the Services, and (ii) that have agreed not to disclose it to others and with whom we have contracts in place governing our relationship. Other than to its employees, contractors, and affiliated organizations, as described above, Seabay discloses User Content only when required to do so by law, or when Seabay believes in good faith that disclosure is reasonably necessary to protect the property or rights of Seabay, third parties, or the public at large.

3.3 Seabay does not claim any ownership rights in any such User Content and nothing in the Terms and Conditions will be deemed to restrict any rights that Customer may have to use and exploit Customer's User Content.

Customer is aware that Customer is solely responsible for all User Content that Customer makes available through the Platform and that that data abides by the various Privacy Laws. Seabay does not have any obligation to review or scan any User Content for any purpose, including without limitation for measuring quality, filtering content, or detecting the presence of malware. Seabay makes no representations regarding the compliance of any User Content with any applicable laws or regulations.

3.4 By submitting or uploading User Content to the Platform, Customer grants Seabay a worldwide, royalty-free, and non-exclusive license (i) to use, reproduce, modify, adapt and publish that User Content for the purpose of providing the Services to you; and (ii) to create aggregations and summaries of the User Content or portions thereof and to use, disclose, and distribute such aggregations publicly to any third party in support of our business (both during the period that these Terms are in effect, and thereafter), provided that such aggregations and summaries do not directly or indirectly identify the Customer or their User Content.

3.5 Notwithstanding the foregoing, Customer may also disclose to us certain User Content, including without limitation feedback and comments, via Seabay's Platform communication tools ("User Proposals"). By submitting User Proposals to Seabay, Customer hereby grants to Seabay a royalty-free, irrevocable, perpetual, non-exclusive, unrestricted, worldwide license to use, copy, adapt, modify, sublicense, transmit, distribute, display, sell, transfer, incorporate into Seabay's products or services, create derivative works from, or otherwise exploit any such User Proposals without any compensation to Customer.

3.6 In the event Customer requests from Seabay to remove their User Content Seabay will do so taking into account its administrative obligations under law. The retention period for custom information and associated documentation in the EU and US is respectively 7 and 5 years.

### 4. INTELLECTUAL PROPERTY & TRADEMARKS

4.1 Seabay owns all rights, title and interest in and to the website and the Services, and all Intellectual Property Rights therein. The look and feel of the website and the Services, including any custom graphics, button icons, and scripts are also the property of Seabay, and Customer may not copy, imitate, or use them, in whole or in part, without Seabay's prior written consent. Seabay reserves all rights not expressly granted to Customer in these Terms, and Seabay does not grant any licenses to Customer or to any other party under these Terms, whether by implication, estoppel or otherwise, except as expressly set forth herein.

4.2 Customer acknowledges and agrees that any Seabay names, trademarks, servicemarks, logos, trade dress, or other branding included on the website or as part of the Services are owned by Seabay and may not be copied, imitated, or used (in whole or in part) without Seabay's prior written consent. All other trademarks, names, or logos referenced on the website or the Services "Third-Party Trademarks" are the property of their respective owners, and the use of such Third-Party Trademarks inure to the benefit of their respective owners.

## 5. SERVICE GUARANTEES

5.1 Availability: Seabay will use commercially reasonable efforts to make the Platform available 24 hours a day, 7 days a week, except for planned downtime and unforeseen circumstances as mentioned in 6.2.

5.2 Defects: Seabay represents and warrants that, to its knowledge, the Platform is free from any material Defects. In the event of discovery of any Defect, Customer agrees to provide Seabay with sufficient detail to allow Seabay to verify and reproduce the error, and Seabay shall use commercially reasonable diligence to endeavor correct such Defect.

5.3 Prevention: With the use of multiple data centers Seabay ensures to minimize the risk of full server outage. Furthermore, regular backups are made to prevent data loss.

5.4 Continuity of service: In event of a software system failure Seabay will ensure that the freight services offered will be executed by the operational team regardless of any limitations this may entail. Continuity of the services will be safeguarded as usage of the Platform is not mandatory to fulfill its logistical obligations.

5.5 Security: Seabay will implement and maintain appropriate technical and organizational measures to protect User Content and its Software against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access ("Security Measures"). These Security Measures will have regard to the state of the art, the costs of implementation and nature, scope, context and purposes of the processing of data, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.

## 6. LIMITATIONS ON SERVICES

6.1 Condition of Software: The Platform is offered "as is". As such Seabay will not enter into quantified KPI's on uptime, availability, security etc. Seabay is open to improvement suggestions but will make improvements as it deems fit.

6.2 Accessibility: Customer understands and agrees that from time to time the platform may be inaccessible or inoperable during normal business hours in the event of periodic maintenance procedures or repairs which Seabay deems necessary and may undertake. Seabay will not be liable for failure to provide access to the platform due to any emergency maintenance, any catastrophic system failure at Seabay, any failures of Customer's equipment or systems, or due to other acts outside the control of Seabay.

## 7. EXPORT COMPLIANCE

The Services, Seabay Software and the Documentation may be subject to export laws and regulations of the China and other jurisdictions, and any use or transfer of the Services, Seabay Software and Documentation must be permitted under these laws and regulations. Each party represents that it is not named on any U.S. government or EU denied-party list. Customer shall not enable use of the Services in a U.S. or EU-embargoed country (currently Cuba, Iran, North Korea, Sudan, Crimea -- Region of Ukraine, Libya or Syria) or in violation of any U.S. and EU export law or regulation.

## 8. DISCLAIMER

CUSTOMER ACKNOWLEDGES THAT THE WEBSITE AND THE SERVICES ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND THAT YOUR USE OF THE WEBSITE AND THE SERVICES IS AT YOUR SOLE RISK. SEABAY DOES NOT WARRANT: (I) THAT THE WEBSITE OR THE SERVICES WILL MEET YOUR SPECIFIC REQUIREMENTS, (II) THAT THE WEBSITE OR THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL THAT CUSTOMER OBTAINS THROUGH THE WEBSITE OR THE SERVICES WILL MEET CUSTOMER'S EXPECTATIONS, OR (V) THAT ANY ERRORS IN THE WEBSITE OR THE SERVICES WILL BE CORRECTED. SEABAY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

## 9. WARRANTIES

9.1 Non-Infringement: Seabay warrants that Seabay owns the Software and any software included in the Platform, including all associated Intellectual Property Rights, or otherwise has the right to grant Customer the rights for usage. Seabay warrants that, to its knowledge, the Platform does not infringe any valid and issued patents, copyrights, trademarks, trade secrets, or other proprietary rights of any third parties.

## 10. INDEMNIFICATION OF INTELLECTUAL PROPERTY

10.1 Indemnification by Seabay: Seabay shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any third party alleging infringement by the Platform of any valid and issued patent, copyright, trademark or trade secret of such third party.

10.2 Indemnification by Customer: To the fullest extent possible by applicable laws Customer shall defend, indemnify and hold harmless Seabay and its subsidiaries, officers, employees, agents and representatives from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any third party arising out of or relating to: (a) these Terms & Conditions or Customer's representations, warranties or obligations hereunder; (b) Customer's and its Users' use of the Platform, including any User Content or data; (c) any unacceptable use of the Platform by Customer or its Users or through its Users' accounts, including, without limitation, any User Content or any statement, data or content made, transmitted or republished by Customer or its Users which is prohibited under applicable law or by these Terms and Conditions; (d) any intentional or negligent act or omission of Customer or its Users; or (e) Customer's or its Users' violation of any third party rights, including, without limitation, any intellectual property or privacy right.

## 11. LIMITATION OF LIABILITY

In no event will Seabay be liable to Customer or to any third party for any loss of profits, loss of use, loss of revenue, loss of goodwill, interruption of business, loss of data, or any indirect, special, incidental, exemplary, punitive or consequential damages of any kind arising out of, or in connection with these terms or Customer's use (or inability to use) any part of the website or the services, whether in contract, tort, strict liability or otherwise, even if we have been advised or are otherwise aware of the possibility of such damages.

## 12. CHANGES TO TERMS AND CONDITIONS

12.1 Seabay reserves the right to change or modify these Terms, or any of our other policies or guidelines, at any time. We will be posting the revised Terms on the Site and revising the date at the top of these Terms. Any changes or modifications will be effective from the day these Terms have been publicized. You acknowledge that your continued use of the Site or any of the Services following such notice constitutes your acceptance of the modified Terms.

12.2 Seabay reserves the right -- at any time, and without notice or liability to you -- to modify the Site or the Services, or any part of them, temporarily or permanently. We may modify the Services for a variety of reasons, including, without limitation, for the purpose of providing new features, implementing new protocols, maintaining compatibility with emerging standards, or complying with regulatory requirements.

### 13. PRIVACY POLICY

Seabay will process all personal information in accordance with its privacy policy available at [www.Seabay.cn](http://www.Seabay.cn) and [Seabayfba.com](http://Seabayfba.com), when personal information is processed. By using the Site and the Services, you consent to our collection, use, and disclosure of information as set forth in our privacy policy, as we may update that policy from time to time.

### 14. GOVERNING LAW

These Terms shall be governed by and construed in accordance with the controlling laws of (i) the Netherlands, if Customer is domiciled in a country in Europe, or (ii) the United States of America and the State of California, if Customer is domiciled anywhere else, in each case excluding rules governing conflict of law and choice of law. The courts in Amsterdam, the Netherlands shall have exclusive jurisdiction to adjudicate any dispute arising out of these Terms if Dutch law applies and the Federal and state courts within San Francisco California shall have exclusive jurisdiction to adjudicate any dispute arising out of these Terms if United States and the State of California laws apply. Each party hereto expressly consents to the personal jurisdiction of, and venue in, such courts and service of process being effected upon it by registered mail sent to the Legal Notice address provided by such party under these Terms. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) and the Uniform Computer Information Transaction Act or similar federal or state laws or regulations shall not apply to these Terms nor to any dispute or transaction arising out of these Terms.

## **Airfreight terms and conditions**

Air waybill - Conditions of Contract

Expiry: Indefinite

The following Conditions of Contract and Notices be included on an Air Waybill\*.

#### I. NOTICE APPEARING ON THE FACE OF THE AIR WAYBILL

It is agreed that the goods described herein are accepted in apparent good order and condition (except as noted) for carriage SUBJECT TO THE CONDITIONS OF CONTRACT ON THE REVERSE HEREOF. ALL GOODS MAY BE CARRIED BY ANY OTHER MEANS INCLUDING ROAD OR ANY OTHER CARRIER UNLESS SPECIFIC CONTRARY INSTRUCTIONS ARE GIVEN HEREON BY THE SHIPPER, AND SHIPPER AGREES THAT THE SHIPMENT MAY BE CARRIED VIA INTERMEDIATE STOPPING PLACES WHICH THE CARRIER DEEMS APPROPRIATE. THE SHIPPER'S ATTENTION IS DRAWN TO THE NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY. Shipper may increase such limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

#### II. CONDITIONS OF CONTRACT ON REVERSE SIDE OF THE AIR WAYBILL

##### NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention or the Warsaw Convention may be applicable to the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

## CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage.

SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund.

WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;

that Convention as amended at The Hague on 28 September 1955;

that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be.

MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

2./2.1 Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.

2.2 To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:

2.2.1 Applicable laws and government regulations;

2.2.2 provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:

2.2.2.1 limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;

2.2.2.2 claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;

2.2.2.3 rights, if any, of the Carrier to change the terms of the contract;

2.2.2.4 rules about Carrier's right to refuse to carry;

2.2.2.5 rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.

3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.

4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.

5./5.1 Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.

5.2 When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.

6./6.1 For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.

6.2 In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

7./7.1 In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.

7.2 Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:

7.2.1 in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and

7.2.2 in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.

8. Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents, employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.

9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.

10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.

10.1 In the case of loss of, damage or delay to cargo a written complaint must be made to Carrier by the person entitled to delivery. Such complaint must be made:

10.1.1 in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;

10.1.2 in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.

10.1.3 in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.

10.2 Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.

10.3 Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.



10.4 Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.

11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to their waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.

12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

\* This Resolution is in the hands of all IATA Cargo Agents.

1 In order to ensure consistency with any future changes in liability limits for loss of, damage, or delay to cargo under Article 24 of the Montreal Convention, the IATA Secretariat is authorized to conform the provisions of this Resolution 600b (and any other affected Cargo Services Conference Resolutions or Recommended Practices) to such changes without further Conference action. Conforming changes shall take effect on the date specified in written notice to Members by the IATA Secretariat which shall include a copy of the revised Resolution.

## Seafreight Terms and Conditions

### Important Notice:

We have listed terms and conditions of doing business with Seabay International Freight Forwarding Co Ltd. ('Seabay' hereafter). You are recommended to read them carefully. If necessary, please seek independent legal advice. We have to stress that by accepting terms and conditions of any mode we assume that you are accepting terms and conditions of all modes.

Please find in the following terms and conditions for doing business with Seabay. Terms and conditions are the same as are currently printed on the Bills of Lading.

1. Definitions. The following terminologies are used in the Bill of Lading (A) "Carrier" means Seabay International Freight Forwarding Co Ltd (B) "Inland Carrier" means carriers (other than the Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (C) "Combined Transport" means carriage of the goods under the Bill of Lading from the designated address of receipt from merchant to the designated address of delivery to Merchant by the Carrier plus one or more Inland Carriers. (D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (E) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading. (F) "Goods" means the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of goods. (I) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. "On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railroad or other Inland Carrier. (J) "Subcontractor" includes stevedores, longshoremen, lighteners', terminal operators, warehousemen,

truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods. (K) "United States" or "U.S." means the United States of America.

2. Clause Paramount. (A) the Bill of Lading covers Carriage of Goods by water, thus it shall have effect subject to the provisions as indicated in the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, dated on August 25, 1924, as amended (including, where enacted, the Protocol dated on February 23, 1968, known as the Visby Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply. (B) If the Bill of Lading covers Goods moving to or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. P1300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) apply when the Goods are in the custody of the Carrier, or any other water carrier, or otherwise designated in the Bill of Lading.

3. Jurisdiction. Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract will be governed by the US Law. Other legal actions against the Carrier may only be instituted in the country where the Carrier has its principal residence of business and shall be decided according to the law of the country.

4. Limitation of Liability Statutes. The Bill of Lading shall NOT operate to limit or deprive the Carrier of any statutory protection of, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations.

5. Sub-Contracting: Exemptions and Immunities of Subcontractors. (A) The Carrier shall be entitled to subcontract any terms the whole or part of the handling, storage, or carrier of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1 (J), or Subcontractor, of Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, every Subcontractor (and Subcontractor's Subcontractor) shall have the benefit of all provisions in this Bill of Lading for the benefit of the Carrier as if such provisions were expressly for the Subcontractor's benefit. In entering into this contract the Carrier, to the extent of those provisions, does so not only on its own behalf of such Subcontractors.

6. Route to Transport. (A) The Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or stay at any port or place in or out of the direct, advertised, or customary route, once or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (C) The Vessel shall have liberty, either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carry contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to merchant of such sailing is hereby waived.

Carrier may forward the Goods under the terms of this Bill of Lading on the next available ship or at Carrier's option by any other means of transportation, whether by land, water or air. (E) At Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named in this Bill of Lading, whether or not the substitute ship is owned or operated by Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading. (F) Any action taken by the Carrier under this Article 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading.

7. Responsibility. (A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge. "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's permanent pipe connections. "Discharge" shall be deemed to be completed when the Goods have been unhooked from the vessel's tackle or removed from the vessel's deck or passed beyond the vessel's permanent pipe connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damages resulting from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused. (C) If it is established by the Merchant that the Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated (C) (i) above, with respect to loss or damage caused during the handling, storage or carriage of the Goods by Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage, or carriage under its own responsibility, the Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred in or between points in Europe, or where otherwise applicable, such responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Convention Concerning the Carriage of Goods by Rail, dated 25 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warsaw 12 October, 1929, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention); (d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of handling, storage or carriage of the Goods, as applicable. (e) Notwithstanding foregoing Article 7(A) or 7 (B), the Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If this Bill of Lading is used for Port-to-Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the

purpose of the Merchant's reference, and the Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.

8. Liberties. (A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgment of the Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Carrier, a vehicle, any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Carrier, the Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant and/or (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) or (4) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter shall be free from any responsibility for carriage of the Goods. (B) If, after storage, discharge, or any actions according to subpart (A) above the Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. The Merchant shall reimburse the Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel, and the Carrier shall have a lien upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage (D) The Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

9. Description and Particulars of Goods. Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Carrier shall not be responsible for the accuracy of any such

reference and is not bound thereby. The Merchant warrants to the Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

10. Use of Container. When the Goods on receipt are not packed into a container, the Carrier shall be at liberty to pack and carry the Goods in any reasonable type of container.

11. Carrier's Container. (A) The Merchant assumes full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant.

12. Container Packed by Merchant. If the cargo received by the Carrier or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) this Bill of Lading is prima facie evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Carrier and Inland Carriers, and the Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant's breach of any of these warranties, the Merchant and not the Carrier shall be responsible for, and the Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Carrier before the transport. (D) If the container is delivered after transport by the Carrier or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Carrier's obligation under this Bill of Lading, and the Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Carrier and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Carrier or Inland Carrier may deem necessary, and all expenses incurred therefrom shall be borne by the Merchant. (F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the Carrier shall not be liable for any resulting loss, damage or expenses.

13. Special Carriage or Container. (A) The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Carrier will treat such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Carrier and the Merchant; (2) such special arrangements are noted on the face of this Bill of Lading; and (3) special freights as required have been paid. The Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (B) The Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (C) If the Goods have been packed into a refrigerated container by the Carrier or Inland Carrier, and the particular temperature range requested by the Merchant is inserted in this Bill

of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (D) If the cargo received by the Carrier or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Carrier does not guarantee the maintenance of the intended temperature inside the container.

14. Dangerous Goods, Contraband. (A) The Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statute or regulation or by the Carrier. (D) Whenever the Goods are discovered to have been received by the Carrier or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Carrier or Inland Carrier. (F) The Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

15. Stowage Under and on Deck. (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Carrier shall not be required to specially note mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecabin, deckhouse, shelter deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Carrier's option, be carried on deck without further notice to Merchant and without liability to the Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading.

16. Live Animals and Plants. Regarding the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by the Merchant. In other respects the Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms, either implied or expressly, of the Bill of Lading.

17. Valuable Goods. The Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value

only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

18. Heavy Lift. (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Carrier or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Carrier against any resulting loss, damage, or liability suffered by the Carrier.

19. Delivery by Marks. (A) The Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Carrier or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnify the Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

20. Delivery. (A) The Carrier shall have the right to deliver the Goods at any time at the Vessel's side, customhouse, warehouse, wharf, or any other place designated by the Carrier, within the geographic limits of the port of discharge or place of delivery shown on the face of this Bill of Lading (B) The Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Carrier's responsibility. (C) In case the cargo received by the Carrier is contained in containers packed by or on behalf of the Merchant (1) The Carrier shall only be responsible for delivery of the total number of containers received (2) The Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers, sizes, types of items or pieces (3) At the Carrier's discretion and upon the Merchant's request in writing to the Carrier at least 3 days prior to the scheduled date of arrival of the Vessel at the port of discharge containers may be unpacked and their contents delivered by the Carrier in accordance with the written request. In such a case if the seal of the container is intact at the time of unpacking all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchant shall be liable for an appropriate adjustment of the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Carrier shall unpack the container and deliver its contents and the Carrier shall not be required to deliver the Goods in the container. At the Carrier's discretion, and subject to prior arrangement between the Merchant and the Carrier the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Carrier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself

of the option so expressed must give notice in writing to the Carrier at the first port of call named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Carrier's option, and the Carrier's responsibility shall thence cease. (F) Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party.

21. On-Carriage and Forwarding. (A) Whether arranged beforehand or not, the Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not owned or operated by the Carrier. (B) The Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store them afloat or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Port-to-Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not including within the ship's itinerary or the Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Carrier nor its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Carrier of a bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Carrier.

22. Fire. The Carrier shall not be responsible for any loss of or damage to the Goods arising from fire at any time, even though before loading on or after discharge from the Vessel, unless the fire is caused by the de facto fault of the Carrier.

23. Specific and General Liens. (A) The Carrier shall have a general and continuing lien on the Goods as well as on any other property of the Merchant coming into the Carrier's actual or constructive possession or control for monies owed to the Carrier with regard to the shipment on which the lien is claimed, a prior shipment(s), or any other prior obligation, including, without limitation, freight, dead freight demurrage, detention, any Charges, and for any expenses the Carrier incurs for storage, security, repacking, remarking, fumigation, or required disposal of Goods, for fines, dues, tolls, or commissions the Carrier has paid or advanced on behalf of the Goods, for any sums, including, without limitation, for legal expenses the Carrier has incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on a future shipment(s), including the cost of storage and appropriate security for the subsequent shipment(s) that the Carrier may hold under this section. In any event, the Carrier's lien shall survive discharge or delivery of the Goods. (B) The Carrier shall provide written notice to the Merchant of the Carrier's intent to exercise its lien rights, which notice shall set forth the exact amount of monies due. The Merchant shall notify all parties that it knows to have an interest in the shipment(s) of the Carrier's lien rights and the exercise of such rights. (C) Unless, within 30 days of receiving notice of lien, the Merchant posts cash or letter of credit at sight, or if the amount due is indispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all monies due, plus all ongoing and accruing charges, such as storage, the Carrier shall have the right to enforce its lien by public or private sale of the Goods or any other property of the Merchant, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after which the Carrier shall refund to the Merchant any net proceeds remaining after such sale. (D) If Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant



24. Freight and Charges. (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Carrier or Inland Carrier, but the Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods. (C) The Payment of freight and/or charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or, at Carrier's option, in other currency subject to the regulations of the freight conference concerned, if any, or custom at the place of payment. (D) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and after payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. (E) If the Goods are not available when the Vessel is ready to load: (1) The Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant. (F) The Merchant shall be liable for and shall indemnify the Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by the Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and charges on any Goods refused exportation or importation by any public authority. (G) If the Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, the Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading

25. Notice of Claim and Time for Suit against Carrier. (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. (B) The Carrier shall be discharged from all liability in respect of the Goods, including without limitation non-delivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Carrier within such time.

26. Limitation of Liability. (A) Subject to subpart (B) below for the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules applies: (1) The Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. \$500 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

27. General Average: New Jason Clause. (A) General average shall be adjusted, stated and settled at any port or place as the Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Carrier. The general average statement shall be prepared by the adjusters appointed by the Carrier. Average agreement or bond and such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery of the Goods. (B) In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which the Carrier isn't responsible by statute, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, loss, or expenses of a general average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods. If a salvage ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers.

28. Both to Blame Collision. If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision contact stranding or other accident.

29. Carriage of Metal Products, Lumber, Cotton. (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received

were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting there from. Carrier shall not be responsible for any such damage.

30. Grain. Discharge of grain received by the Carrier in bulk may take place in port, on barges, and/or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier. Thereafter any risk and expense associated with the said grain shall be borne by the Merchant.

31. Intermodal Transportation (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Carrier or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable bill of lading

32. Carrier's Tariff. Subject to the Carrier's application tariff, copies of the applicable tariff associated with the Bill of Lading are obtainable from the Carrier upon request.

33. Severability of Terms. Some terms of the Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability of any other part or term shall not be affected.

34. Himalaya Clause. All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statute or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each of them.

35. Sea Waybill. When this document is entitled Sea Waybill on the reverse side, this document is evidence of a contract of carriage and shall have effect subject to the CMI Uniform Rules for Sea Waybills, which are deemed to be incorporated herein; provided, however that if any provision of such Rules are inconsistent with those of this document, the latter shall prevail. Any reference in the above Sections to a Bill of Lading shall be construed as a reference to a Sea Waybill when this document is entitled Sea Waybill on the reverse side.