- CLAUSE PARAMOUNT
 Except as otherwise: CLAUSE PARAMOUNT

 Except as otherwise provided herein, all carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, "CCGSA"), Carriage to or from Canada shall have effect under the Water Carriage of Goods Act of Canada ("CCGWA") and carriage to or from the People's Republic of China shall have effect subject to the Maritime law of the People's Republic of China. All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compliseding applicable to this Bill of Lading or if there be no such haw, in accordance with the Hague Rules or applicable law (except as may be otherwise specifically provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel, whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable leaw, statutes or regulations of the United States.

 Whenever COGSA applies, this contract is to be governed by United States law.
- 1.2
- 2.0 DEFINITIONS

- DEFINITIONS
 In this Bill of Lading
 "Carrier" means FedEx International Freight Forwarding Agency Services (Shanghai) Company Limited.
 "Carrier" means FedEx International Freight Forwarding Agency Services (Shanghai) Company Limited.
 "Merchant" includes any person who at any time has been or becomes the Shipper, Receiver, Consignor, Consignee of the Goods, the Holder of this Bill of Lading, any person in the possession of the Goods or this Bill of Lading or having a present or future interest in the Goods or any person acting on behalf of, or the servants, of any of the above-mentioned persons.
 "Vessel" includes the vessel(s) named on the face side hereof, any substituted vessel(s), any vessel(s) to which transshipment may be made in the performance of this Contract and any vessel, ship, or aff, federf, ferry, bage (lighter or any other means of transport whitsercy owned, chartered operated or controlled and used by the Carrier in the performance of this Contract which is or shall be substituted, in whole or in part, for the vessel(s) named on face hereof.
- ace hereof.

 Package "is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted or Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Bill of Lading.

 Container" includes any container, trailer, transportable tank, lift van, flat, pallet, cradle, sled or any similar article of transport used to consolidate the

- Container' includes any container, trailer, transportable tank, lift van, Ital, pallet, cradic, sted or any similar article or transport used to consciouse the goods.
 Container' includes any container or carrier's equipment includes container or equipment owned, leased or used by Carrier in the transportation of Merchans's goods.
 Teach did 'means whole or any part of the cargo described on the face sick hered which has been received from the shipper and accepted by the Carrier and, if the cargo is packed into container(s) as upplied of furnished by or on behalf of the Merchant. It includes he not an accepted by the Carrier and it the cargo is packed into container(s) as well.
 Carriage' means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.
 "Holder" means any person for the time being in possession of this Bill of Lading to whom the property interest in the goods has passed on by reason of the consignment of the goods or the endorsement of this Bill of Lading or otherwise.
 "Person" includes an individual, group, company, partnership, or other entity.
 "Freight' includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.
 "Subcontractor' includes but is not limited to owners and operators of vessels (other than the Carrier), stevedorses, terminal and groupage operators, road all cases cases at the time of delivery of the Goods at the port of discharge or place of delivery.
 "Timal Destination" on the face hereof is solely for the purpose of the Merchant's reference and the Carrier's responsibility in respect to the Coods shall in all cases cases at the time of delivery of the Goods at the port of discharge or place of delivery, 1968, but only to what memorators thereof.
 "Lady 244 and includes the amendments by the Protocol signed at Brussels on 25 February, 1968, but only took amendmen mended by said Protocol)

- amended by said Protocol).

 SUBCONTRACTING

 Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the Goods and any or all utilise whatscever undertaken by Carrier in relation to the Goods under this Bill of Lading.

 Merchant warrants that no claim shall be made in any circumstance whatscever against any servant, or agent of the Carrier, or his Subcontractor for any loss, damage, or delay of whatscever kind arising or resulting interelty or indirectly from any neglect or default on his part while acting in the course of or connection with his employment, and if any such claims should nevertheless be made, Merchant shall indemnify the Carrier against all consequences of such claims and, but without prejudice to the generality of the foreoging provisions in this clause, every sevant, agent subcontractor (including subsubcontractors) of Carrier shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants or agents or subcontractors, who shall be deemed to be parties to the contract evidenced in this Bill of Lading.
- ROUTE OF TRANSPORT

- ROUTE OF TRANSPORT
 The Goots may, at the Carrier's absolute discretion and at any time and without notice to the Merchant, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land and/or air and by any route whatsoever whether or not such route is the direct, advertised or customary route.

 The Vessel shall have liberty to call and/or stay at any port(s) or place(s) in or out of the direct, advertised or customary route, once or more often and in any order backwards or forwards, and/or to omit calling at any port(s) or place(s) whether scheduled or not.

 The Vessel shall have liberty, either with or without the goods on board, to at any time adjust compasses and other navigational instruments, make trial tips or tests, dy ock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any person(s), carry contraband and hazardous goods, sall with or without pilots, tow or be towed, and save or attempt to save life and/or property.

 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 delays 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 saling is hereby varieved, whether by land, water or air.

 Any action taken by the Carrier under this Clause shall be deemed to be included within the contractual Carriage and such action or delay resulting therefore shall not be deemed to be 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 in this Bill of Lading.
- HINDRANCES AFFECTING PERFORMANCE
- HINDRANCES AFFECTING PERFORMANCE in any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport, which in the judgment of 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 Vesset, Carrier, a vehicle, any person, the Goods or any proprity, or has rendered or is likely to trender it in any way unsafe, impracticable, unlawful, or against the interest of Carrier or 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 delevery by the route and in the manner originally intended by Carrier, Carrier shalt.
- any time be entitled to unpack the containe(s) or otherwise o spose of the Goods in such a way as well-are any as defined or defect of the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or Port of Loading, be entitled to cancel the other of the Goods are loaded without compensation and to require Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them any place selected by Carrier at the risk and expense of Merchant; and/or the Goods are at a place awaiting transhipment, be entitled to terminate the transport there and to store them at a place selected by Carrier at the risk and expense of Merchant; and/or

- and expense of Merchant and/or

 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
 pot or place selected by Carrier to carry them back to the port of loading or place of receipt and there discharge there discharge there discharge there discharge them.

 Any actions under (c) or (d) above shall constitute complete and final delivery and full performance of this contract, and Carrier threaders shall be fore
 any responsibility for carriage of the Goods. In any event, Carrier shall be entitled to full freight for any goods received for transportation and additional
 compensation for extra costs resulting from the circumstances referred to above.

 If, after storage, discharge, or any actions according to subpart 51, including elaby
 crimbures Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart 51, including delay
 or expense to the Vessel, and Carrier shall have a few upon the Coods to the extract of the extraction of the extraction of war, declared or
 indeclared healtilities, tides civil commotions or other disturbances closure of, obstacles in or denge to any perfension of war, declared or
 indeclared healtilities, tides civil commotions or other disturbances closure of, obstacles in or denge to any extraction or wards.
- The situations referred to in subpart 5.1 above shall include, but shall not be imitted to, those caused by the existence or apprehension of war, declared to undeclared, hoselitiles, rotes, or lock commotions, or other disturbances, cleaver of, obstacle in or denger to any port or committee or prehibition, 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 Carrier or its. Subcontractors, congestion of poor, theafr, sea terminal or similar place, shortage, absence or obstacles of labor or facilities for leading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage.

 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 analygation or the carriage or handling of the Goods or the Vessel howsevery 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.

- 6.4
- BASIC LABILITY

 Carrier shall be liable for loss of or damage to the Goods occurring between the time when it takes goods into its carriage and the time of delivery but shall not be liable for any consequential damages arising from such loss or damage.

 If it is established that the loss of or damage to the Goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 16 in this Bill of Lading.

 If it cannot be determined when the loss of or damage to the Goods occurred, it shall be presumed that such loss or damage occurred during sea carriage and liability shall be governed as provided in Section 6.2 above.

 Carrier does not undertake that the Goods shall be delivered at any particular time and shall not be liable for any direct or indirect losses caused by any delay.

- Carrier does not undertake that the Goods shall be delivered at any particular time and shall not be liable for any direct or indirect losses caused by any delay.

 Carrier shall not be liable for any loss or damage arising from:
 an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the Goods in charge; compliance with the instructions of any person authorized to give them;
 handling, loading, stowage or unloading of the Goods by or on behalf of Merchant;
 inherent vice of the Goods;
 lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed;
 insufficiency or inadequacy of marks or numbers on the Goods, coverings or unit loads;
 fire, unless caused by actual fault or privity of Carrier;
 any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.
 With respect to the transportation performed by Inland Carriers to the Port of Lading or from the Port of Discharge, the responsibility of Carrier shall be to procure transportation by such carriers (one or more) and such transportation shall be subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carrier sort carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or more) and such transportation shall be to subject to the Inland Carriers or carriers (one or
- COMPENSATION FOR LOSS AND DAMAGE
- COMPENSATION FOR LOSS AND DAMACE
 Unless otherwise mandated by computating applicable law, Carrier's liability for compensation for loss of or damage to Goods shall in no case exceed the amount of US \$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on the front of this Bill of Lading and paid ext are freight per Carrier's tariff, in which case such higher shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf, and the container is sealed when received by Carrier for shipment, Carrier's liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf. The relight charged on sealed containers, when no higher valuation is declared by the Shipper, is based on a value of US \$500 per container. However, Carrier shall not in any case where Carrier's lability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference with this contract. Carrier shall have the option of replacing lost goods or repairing damaged goods. If the value of the Goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

 Carrier shall not be liable to any extent for any loss of or damage to, or in connection with precious metals, stones, chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirforms, or any other valuable goods including goods having particular value only for Merchant, unless the true nature and value of the Goods have been declared in writing by Merchant before recipit of the Goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bil

- Carrier, the same is inserted on the face of this Bill of Lading, and additional freight has been paid as required.

 DESCRIPTION OF GOODISSOLAS WIEGHT CERTIFICATION

 Merchant warrants to Carrier that all particulars of the goods including, without limitation, the marks, number, quantity and weight, furnished by Merchant are correct and Merchant shall indemnify Carrier against all loases arising from any inaccuracy. Goods that cannot be identified as to marks or numbers, are correct and Merchant shall indemnify to good of the character in proportion to any apparent shortage, loss of weight or dismage.

 Merchant acknowledges that it is required by the applicable International Maritime Organization's Safety of Life at Sea Convention to provide verified weights from calibrated and certified equipment of all cargot that is to be Indered to Is estamblia plies and Merchant heroforms that Carrier is entitled to rely upon the accuracy of such weights and that Carrier may counter-sign or endorse the weight as Carrier's own certified weight from carriers that all indemnify the Carrier against any and all claims, losses, penalties, losses, penalti
- CARRIER'S CONTAINERS
- , V Carrier already in containers, Carrier may pack them in any type of container. Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant
- If goods are not received by Carrier already in containers, Carrier may pack them in any type of container.

 Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his Agents.

 Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

- possession or count on merchant.

 10. CONTAINER PACKED BY MERCHANT

 If Carrier receives the Goods already packed into containers:

 10.1 This Bill of Lading is prima facile evidence of the receipt only of the number of container(s) as shown on the face hereof, and the order and condition of the contents and any particulars thereof (including marks and numbers, number and kind of packages or pieces description, quality, quantity, gauge, weight, measure, nature, kind and value) are and shall in any event deemed to be unknown to the Carrier, who accepts no resultily in respect thereof;

 10.2 Merchant warrants that the stowage of the contents of container(s) and their closing and sealing are safe and proper and suitable for handling and carriage and indemnifies Carrier for any injury, loss or damage caused by threach of this warrants;

 10.3 Delivery shall be deemed as full and complete performance when the containers are delivered by Carrier with the seals intact; and

- 10.4 Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and 10.5 Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facile evidence of their being sound and suitable for
- 11.0 DANGEROUS GOODS
- 11.0 DANCEROUS GOODS

 11.1 Merchant may not tender goods of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the Goods with reasonable specificity as well as the names and addresses of the Shippers and Consignees.

 12.1 Merchant Shall distinctly and permanently mark the nature of the goods on the outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

 13. If the Goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Vessel, or other cargo, Carrier may dispose of the Goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.
- 12.0 DECK CARGO AND LIVE ANIMALS AND PLANT
- 12.0 Service CANSO AND LIFE CHIMINAL AND FORM 12.1 Carrier has the right to carry the Goods in any container under deck or on deck without prior notice to the Merchant. 12.2 Carrier is not required to note, mark, or stamp any statement of on deck stowage on the face of this Bill of Lading and Goods so carried shall constitute under deck stowage for all purposes including the General Average. 12.3 Except as otherwise provided by any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, missellewey, dealy or loss to goods carried on deck, whether or not caused by Carrier's negligence or the Vessel's
- unseaworthiness.

 12.4 Carrier shall not be responsible for any accident, disease, mortality, loss or damage of whatsoever nature on or to live animals, birds, reptiles, fish a plants arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of the provisions of this Bill Lading except those inconsistent with provisions of this Clause.

- To HEAVY LIST.

 3.0 HEAVY LIST.

 3.1 The weight of a single package or piece exceeding 2,240 pounds, gross must be declared in writing by Merchant before receipt of the packages by Carrier and must be clearly and durably marked on the outside of the piece or package in letters and figures not less than two inches high.

 13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to any property or for personal injury antering as a resulting from such failure.

 13.3 Index hard agrees to comply with all laws or regulations that may be applicable during the carriage concerning overweight containers and Merchant shall indemnify Carrier against any kind index on the programment of the provision.

- 14.0 DELIVERY 14.1 The Carrier

- In deemnity Carrier against any loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this provision.

 14.1 The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durable stamped or marked upon the Goods, package(s) and container(s) by the Merchant before they are received by the Carrier in letters and numbers not less than two inches high, together with names of port of discharge and place of delivery.

 14.2 The Merchant warrants to the Carrier that the marks on the Goods, Package(s), and Container(s) correspond to the marks shown on this Bill of Lading and also in all respect comply with all laws and regulations in force at the Port of discharge or Place of delivery and shall fully indemnify the Carrier against all loss, damage, experses, penalties and fines arising or resulting from incorrectness thereof.

 14.3 Any mention herein of parties to be notified of the arrival of the Goods is solely for information the carrier and failure to give such notification shall not take delivery of the Goods within the time provided for in the Carrier's applicable Tariff as required by the Carrier. If the Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff as required by the Carrier. If the Merchant shall take delivery of the Goods within the time of the Carrier's applicable. Tariff as required by the Carrier's the Merchant shall take delivery of the Goods during a reasonable time or whenever in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier in the codes are likely to a provide the carrier of the Carrier's applicable to the Carrier in carrier to the Carrier's object to the Carrier's object to the Carrier's object to hand over the Goods and the carrier of the Carrier in respect of the Goods therein and apply any proce

- 15.0 NOTICE OF LOSS OR DAMAGE 15.1 Unless notice of loss are 15.0 NOTICE OF LOSS OR DAMAGE
 15.1 Unless notice of loss or damage to Goods, indicating the general nature of such loss or damage, is given in writing to the Carrier or his representative at the Place of delivery (or the Port of discharge if no Place of delivery is named on the face heretol) before or at the time of removal of the Goods into the custody of the Person entitled to delivery there under this Bill of Lading, or, if the loss or damage is not apparent, within 15 consecutive days thereafter, the Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading.

 15.2 The Carrier, its servants, agents and Sub-contractors shall be discharged from all liabilities whatsoever unless suit is brought within one year of the date when the Goods should have been delivered.

- 10.2 The Larrier, its servants, agents and Sub-contractors shall be discharged from all liabilities what the Coods should have been delivered.

 10.6 PREIGHT AND CHARGES

 11.6 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 Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the contents 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, in case of incorrect declaration of the contents, weight, measure and/or value of the Goods, Merchant shall be label for and bound to pay to Carrier.

 a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus

 c) as liquidated ascertained damages, and distinate and that the correct freight.

 Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any riccurrestances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate.

 2. Freight shall be deemed carried or incorrect deduction, in the currency named in this Bill of Lading, or another currency a Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a Freight Frewarder are used to Carrier, Merchant shall be label and the adventure of the content of the subject to change with the definition including reasonable attorneys' fees.

 13. Merchant shall be label for all dues, duties, fines, taxes and charges, including consular fees, levied on t

- - LIEN

 Carrier shall have a general lien on the Goods and any and all property (and documents relating thereto) for Freight, dead Freight demurrage, detention, and for any expenses incurred by the Carrier for recomparing, repacking, remarking, fumigation or required disposal of faulty Goods, for General Average contributions to whomsoever due, for fines, dues, bils, and Freight, or commissions paid or advanced by the Carrier on their Goods, for any sincluding salvage payable to the Carrier under this Bill of Lading and for legal expenses 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 Carrier's hall survive dischardles or delivery of the Goods and the Carrier shall have the right to enforce such lien by public auction or private sale in its discretion. Should the proceeds of sale fall to cover the amount due, including expenses incurred, the Carrier's shall be entitled to recover the balance from the Merchant. Should such proceeds exceed the amount due, including expenses incurred, the Carrier's shall be entitled to recover the balance from the Merchant.
- 18.0 TIME BAR

 The Carrier shall be discharged from all liability whatsoever in respect of the Goods for loss of or damage to Goods, unless suit is brought and notice
 thereof given to the Carrier within one year after delivery of the Goods or the date when the Goods should have been delivered. The time bar for overcharge
 claims shall be that set forth in Carrier's applicable tariff or 12 months, whichever is shorter and of legal effect under the laws of the United States.
- JURISDICTION

 Except when otherwise required by the law of the People's Republic of China, this contract is to be subject to the jurisdiction of and governed by the laws, statutes, and regulations of the United States. Unless otherwise prohibited, actions against the Carrier shall only be instituted in United States District Court for the Southern District of New York.
- GENERAL AVERAGE AND SALVAGE
 General Average shall be adjusted at New York, or any other port or place and in any currency at Carrier's option, according to the York- Antwerp Rules
 of 1994 with the exception of Sections 22 and 23. Merchant shall give such cash depost or other security as the Carrier may deem sufficient to cover the
 estimated General Average contribution of the Goods before delivery if the Carrier requires, or if the Carrier does not so require, within three months of the
 delivery of the Goods, whether or or lot at the time of delivery the Merchant. The General Average carrier's lien. The Carrier shall be prepared by adjusters appointed by
 Carrier
- Carrier.

 20.2 In the event of accident, damage, danger 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 consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and Merchall pointly and severally shall contribute with the Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the Goods. All expenses in connection with a General Average or salvage act to avoid damage to the environment shall always be considered General Average expenses. If a salving seed is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if the salving vessel or vessels belonged to strangers.

 20.3 In the event of the Master at his sole discretion considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to settle salvage remuneration.
- 21.0 BOTH-TO-BLAME COLLISION CLAUSE
- BOTH-TO-BLAME COLLISION CLAUSE
 If the Vessel courses into collision with another vessel as a result of negligence of the other vessel, and any set, negligence or fault on the part of Carrier or the Vessel course into collision with another interesting from the part of Carrier or the Carrier or the Vessel of the Carrier of the Carrier
- 22.0 CARRIERS TARIFFS
 22.1 The terms of the Carrier's applicable Tariff and other requirements regarding charges are incorporated into this Bill of Lading. Particular attention is drawn to the terms contained therein, including, but not limited to free storage time, container and vehicle demurrage, etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In case of any inconsistency between this Bill of Lading and the applicable Tariff, the Bill of Lading and prevail.
 22.2 The Goods carried under this Bill of Lading are also subject to all the terms and conditions of the fift(s) on file with the United States Federal Martime Commission or any other regulatory agency that governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carriers' tariffs may be obtained from Carrier or its Agents upon request or from the governmental body with whom the turiff has been field.

- 23.0 PERISHABLE CARCO
 23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. 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, ventilation or heating machinery, insulation, ship's plant, or other such appearatus of the vessels or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an
- container, provided that Carrier shall before or at the beginning or use transport execuse use uniquence to member to the control of their nature and the requirer difficient state.

 23.2 Merchant undertakes not to tender for transportation any goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by Carrier. In case of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the Goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the Goods by Carrier.

 23.3 Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

 23.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

- 24.0 SEVERABILITY
 The terms of this Bill of Lading shall be severable and if any part or term hereof shall be held invalid, such holding shall not affect the validity or and conshibitive of any other part or term hereof.
- 25.0 VARIATION OF THE CONTRACT

 No servant or Agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratlified in writing by Carrier.
 - SHA (A4) Ver. 11/2020