(1) CLAUSE PARAMOUNT
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, "COGSA"). Carriage to of from Canada shall have effect subject to the Water Carriage of Goods Act of Canada ("COGWA"). All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of 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.

ادر من الاستحاد المالية: 2.1 كتابة المالية: 2.1 كتابة means the vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract. (2) DEFINITIONS:

2.2 "Carrier" means FedEx Logistics, Inc. on whose behalf this Bill of Lading has been signed

2.2 "Carrier" means FedEx Logistics, Inc. on whose behalf this Bill of Lading has been signed.
2.3 "Merchant" includes the Shipper, the Receiver, the Consigner, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.
2.4 "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 to Carrier, including paletized units and each container stuffed and seaded 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.
2.5 "Container" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.
2.6 "Carrier's container or Carrier's equipment" includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant's goods.
2.7 "Goods" mean 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, includes the container(s) as well.

(3) SUBCONTRACTING

(3) SUBCONTRACTING
3.1 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 all duties
undertaken by Carrier in relation to the goods. The defenses, limitations, and the law governing this bill of lading with the force of law or incorporated by reference
in this bill of lading shall apply to all parties that argree directly or indirectly with the Carrier to perform all or part of the control of carriage. Merchant warrants that
no claim shall be made against any Subcontractor of Carrier, except Indirectly with the Carriers where the three performs that imposes or attempts to impose upon any of
them or any vessed owned or operated by any of them any liability in connection with the goods, and if any such claims should nevertheless be made, it. indemnify the Carrier against all consequences of such claims.

indemnify the Carrier against all consequences of such claims. 2.3 Every servant or agent or subcontractor (including sub-subcontractors) 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.

(4) ROUTE OF TRANSPORT

(4) ROUTE OF TRANSPORT

4.1 Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

4.2 The Ship shall have the liberty, either with or without the goods on board, to at any time adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots, and save or attempt to save life or property, without notice to Merchant.

4.3 If the goods, in whole or in part, are for any reason not carried on the Ship named in this Bill of Lading, or if loading the goods delays or is likely to detain the Ship, the Ship 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.

(6) HINDRANCES AFFECTING PERFORMANCE
5.1 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 Ship. Carrier, a vehicle, any person, the goods or any property, or has rendered or is likely to render it in any way unsale, impracticable, unaburable, 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 delivery by the route and in the manner originally intended by Carrier, Carrier shall:

(a) at any time be entitled to unpack the container(s) or otherwise dispose of the goods in such a way as Carrier may deem advisable at the risk and expense of Merchant, and/or

(a) at any time be entitled to unpack the containent(s) or otherwise dispose of the goods in such a way as Carrier may deem advisable at the risk and expense of Merchant, and/oods are loaded on the Ship, a vehicle, or other means of transport at the place of receipt or Port of Loading, be entitled to cancel the contract of Carrier and the common and to require therchant to take delivery of the goods and, upon his failure to do so, to warehouse or place them at any place selected by Carrier at the risk and expense of Merchant, and/or (i) if the goods are at a place availing transchipment, be entitled to terminate the transport there and to store them at ap lace selected by Carrier at the risk and expense of Merchant, and/or (ii) if the goods are at a place availing transchipment, 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 (iii) if the goods are loaded on the ship, 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 Carrier or to carry them back to the port of loading or place of receipt and them discharge the goods or any part of them at any port or place selected by Carrier or to carry them back to the port of loading or place of receipt and them discharge the goods or any part of them at any port or place selected by Carrier or to carry them back to the port of loading or place of receipt and them discharge the goods or any part of them at any port or place selected by Carrier or to carry them back to the port of loading or place of receipt and them discharge the goods or any part of them at any port or place selected by Carrier or to carry them back to the port of loading or place of receipt and them discharge the goods in any event of the port of place them at any port of place t

(6) BASIC LIABILITY
6.1 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.
6.2 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 1 of this Bill of Lading.
6.3 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

6.3 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.

6.4 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.

6.5 Carrier shall not be liable for any loss or damage arising from:

(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,

(b) compliance with the instructions of any person authorized to give them.

(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant,

(d) inherent vice of the goods.

(e) 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.

not properly packed,
(i) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads,
(g) fire, unless such fire or the failure properly to extinguish it was caused by actual fault or privity of Carrier,
(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.
6.6 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' contracts of carriage or tariffs, which are
incorporated herein by reference, and any law compulsority applicable.
6.7 When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland
Carriers, on account of the losses of damages for which such claims are paid to

(?) COMPENSATION FOR LOSS AND DAMAGE
7.1 Unless otherwise mandated by compulsorily 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 extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's lability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is susted by Shipper or on its behalf, and the container is eased when received by Carrier for shipment, Carrier's lability will be limited to US\$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight 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's hall not in any case be liable for an amount greater than the actual loss to the person entitled to make the claim.

7.2 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 by the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract. Carrier shall have the oxidion of replacing to lost oods or repealing indiring damaged onods.

contract. Carrier shall have the option of replacing lost goods or repairing damaged goods.
7.3 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

7.3 If the value of the goods is less train ussour per personal processing the value of the goods is less train ussour per personal processing the value of the goods including goods having particular value of the 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 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.

(8) DESCRIPTION OF GOODS/SOLAS WEIGHT 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 lossess arising from any inaccuracy. 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 of completing delivery to the various Merchants
of goods of like character in proportion to any apparent shortage, loss of weight or damage.

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 cargo that is to be tendered to steamship lines and Merchant hereby confirms that Carrier is entitled to rely upon the accuracy of such weights and that Carrier may consider the weight as Carrier's own certified weight to that Carrier may be carrier's own certified weight to the same ship line carrying the cargo. The Merchant agrees that it shall indemnify the Carrier against any and all claims, losses, penalties or other costs resulting from any incorrect, questionable, incomplete or otherwise insufficient information provided by the Merchant or any of its agents as set forth above.

(9) CARRIER'S CONTAINERS

(s) CARKIER'S COM LAIRCEAS

3.1 If goods are not received by Carrier already in containers, Carrier may pack them in any type container.

9.2 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 on

his Agents.

9.3 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

ission or control of Merchant.

ontainers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty containers,

9.4 if Containers supplied by or on behalf of the Carrier are unpacked at the Merchant sprenisse, the Mendant spresspoiler for returning the empty containers, with interiors odo-free, clean and empty, it to the point of place designated by the Carrier, its servants or agents, within the time prescribed. Should a container not be returned within the time prescribed in the Tariff, the Merchant shall be loable for per die margines, detention, delay, loss or expenses which may arise from the failure to treturn the containers within the prescribed into Containers provided to the Merchant for packing, unpacking or any other purpose are at the sole risk of Merchant while in Merchant's control. The Merchant shall indemnify the Carrier for all loss and/or damage to such containers.

9.5 Merchants are deemed to be aware of the dimensions of any containers released to b him.

(10) CONTAINER PACKED BY MERCHANT

(10) CUNTAINER PACKED BY MEKCHANT If Carrier receives the goods already packed into containers: 10.1. This Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the containers;

responsibility with respect to the order and continuous or the containers or the containers, and the stowage and seals of the containers are safe and proper and suitable for handling and carriage and indemnifies Carrier for any

injury, loss or damage caused by breach of this warranty;

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

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10.5. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use

(11) DANGEROUS GOODS

(11) DANGEROUS 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.

11.2 Merchant shall distinctly and permanently mark the nature of the goods on the outside of the package and container for ofm 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.

11.3 If the goods subsequently, in the judgment of Carrier, became a danger to Carrier, the Ship, or other cargo, Carrier way destroy, dispose of or render harmless the goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO

(12) DECK CARGO
12.1 Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including General Average.

12.2 Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and goods so carried shall constitute under deck stowage for all purposes including 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, misdelivery, delay , loss or damage to goods carried on deck, whether or not caused by Carrier's negligence or the Ship's increasurables.

(13) HEAVY LIFT

13.1 Slingle packages with weight exceeding 2,240 pounds, gross, not presented to Carrier in enclosed containers, must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of each 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 any loss of or any loss of or damage to the goods, persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or

liability suffered or incurred by Carrier as a result of such failure.

13.3 Merchant 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 loss or liability suffered or incurred by Carrier as a result of Merchant's failure to comply with this provision.

(14) DELIVERY

14.1 Carrier shall have the right to deliver the goods at any time at any place designated by Carrier within the commercial or geographic limits of the Port of

1-1.1 Carrier shall nave the right to celever the goods at any time at any place designated by Carrier within the Commercial or geographic limits of the Port of Discharge or place of delivery shown in this Bill of Lading.

1-1.2 Carrier's responsibility shall cease when delivery has been delivery have been to Merchant, pyreson authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the Port of Discharge of place of delivery.

1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant, after notice and within the time allowed in 1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant, after notice and within the time allowed in 1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant, after notice and within the time allowed in 1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant, after notice and within the time allowed in 1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant, after notice and within the time allowed in 1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant, after notice and within the time allowed in 1-1.3 rill goods should remain in Carrier's custody after discharge from the Ship and possession is not taken by Merchant after the ship and the ship an

(15) NOTICE OF CLAIM

(15) NOTICE OF CLAIM Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the Port of Discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery of the goods by Carrier in the same condition and quantity as which the goods were delivered to the Carrier at the place of receipt or loading. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(16) FREIGHT AND CHARGES
16.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Irland 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 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, Merchant shall be liable 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
(b) expenses incurred in determining the correct details, plus

**Committed and scenarioshed Armanasce, an additional sum gould to the correct freight.

(a) expenses incurred in determining the correct details, plus
(c) as liquidated and assortained damages, an additional sum equal to the correct freight.

(c) as liquidated and assortained damages, an additional sum equal to the correct freight.

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Coulations as to less, rates of utday, regint changes, insurance premiums or other changes given by Carrier to Merchant are for informational purposes only and control of the subject of the correct process. The correct process of the c

provisions of this Bill of Lading or of any statutory or regulatory requirements

(17) LIEN

Carrier shall have a general lien on the goods and any and all property (and documents relating thereto) of Merchant, in its possession, custody or control or er rorute, for all claims for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice by registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apth her et proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

(10) INIC EAN.
Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought within 9 months 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 36 months, whichever is shorter and of legal effect under the laws of the country having intridiction over this contract.

(19) JURISDICTION

Any claim or dispute arising under this Bill of Lading shall be determined according to the laws of the United States. Actions against the Carrier may only be instituted in the United States District Court for the Southern District of New York. The laws of the United States shall apply to any dispute.

ENERAL AVERAGE
Seneral Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994 with the exception of ns 21 and 22. The General Average statement shall be prepared by adjusters appointed by Carrier.

In the event of accident, damage, danger or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to ence or not, for which or for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in

20.2 In the event of accident, damage, danger or disaster before or after commencement or time voyage resonance under the consequence of which Carrier is not responsible by statute, contract or otherwise. Merchant shall contribute with 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. The parties to this bill of lading agree to accept as binding the decisions of the General Average Alguster as set forth in the General Average Statement, and agree that the General Average Alguster or the Carrier may exercise a lien against the goods for General Average of Salvage. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel where the salvage and the salvage and the salvage and the salvage of the salvage of the salvage and the salvage of the salvage of the salvage of the salvage and the salvage of the salvage and the salvage of the salvage and the salvage and the salvage and the salvage of the salvage and the sa

(21) BOTH-TO-BLAME COLLISION CLAUSE

(21) BUTH-10-BLAME COLLISION CLAUSE

If the ship comes into collision with another vessel as a result of the negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of or damage to or any claim whatsoever of Merchant paid to payable by the other or non-carrying vessel or her owners to Merchant and setoff, recoupled or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, colliding ships or objects and at fault. with respect to a collision or contact.

(22) CARRIERS' TARIFFS 22.1 The goods carried un

(22) CARMILENS TARTHEYS
22.1 The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) on file with the United States Federal Maritime
Commission or any other regulatory agency which 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.
22.2 Copies of Carriers' tariffs may be obtained from Carrier or its Agents upon request or from the governmental body with whom the tariff has been filed.

(23) PERISHABI E CARGO

(23) PENSIMBLE 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 statention 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, inherent vice of the goods, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or container, provided that Carrier shall belore or at the beginning of the transport exercise due diagence to maintain the special hold or container in an

emicrent state.

23.2 Merchant undertakes not to tender for transportation any goods which require refrigeration without given written notice of their nature and the require 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.

goods b 23.3 Me 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) STEEL OTHER METAL CARGO LUMBER AND WOOD

(24) STEEL, OTHER MEI, TAL CARGO, CIMBER ARD WOOD.

24.1 Acknowledgement of receipt of steel, other metal cargo, lumber and wood in apparent, external, good order and condition in this bill of lading is not a representation by the Carrier that conditions of rust, oxidation or wetting and the like did not sixt on receipt of such goods. It is agreed that superficial rust, white rust, oxidation, wetness or any like condition is not a condition of entange to steel and other metal cargo, It is agreed that wetting of lumber and wood is not a condition of damage. If the Merchant requests in writing before delivery of such proposes to the Carrier and if an increased freight is paid, the Carrier will, after a special survey of the goods, issue ab life oldaring weterships superficial rust, white rust, oxidation or wetness on such goods.

(25) DELAY AND CONSEQUENTIAL DAMAGE

Carrier is not liable for consequential damages unless Carrier has agreed in writing to be responsible for the specific damage alleged. The Carrier does not agree to deliver the goods at any particular time or for any particular market and thus is not responsible for damages alleged to have been caused by delay. If, despite the foregoing provision, Carrier is held liable for damages attributable to delay, said damages are limited to the total amount payable as freight for the goods shipped under the bill of lading that included the delayed goods.

(26) 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 enforceability of

any other part or term hereo

(27) VARIATION OF THE CONTRACT

shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized No servant or Agent of Carrier or ratified in writing by Carrier.