

RECEIVED by the Carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total numbers or quantity of Containers or other packages or units indicated herein in the Carrier's Receipt, stated by the shipper to comprise the cargo specified herein in Shipper's Particulars, for transportation subject to all the terms hereof (including the terms below) from the place of receipt or the port of loading, whichever applicable, to the port of discharge or the place of delivery, whichever applicable

1. DEFINITIONS
"Carrier" means the Carrier on whose behalf this Bill of Lading has been signed, RTM Line, Ltd., New York, New York, United States of America.
"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this Bill of Lading, any person having a present or future interest in the Goods, and anyone acting on behalf of any such person.
"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the

Carrier.

"Container" includes any container, trailer, transportable tank, flat, or pallet or any similar article of transport used to

Constituted and Continued any Continued and Services undertaken by the Carrier in respect of the Goods, including, where applicable, inland carriage from the Place of Receipt to the Port of Loading.

"Combined Transport" arrises when the Place of Receipt and/or the Place of Delivery are indicated on the face hereof.

"Port to Port Shipment" arises when the Carriage called for by this Bill of Lading is from Port of Loading to Port of

Profit to Fort Simplification arises where the Commence of the Carrier in accordance with the applicable "Charges" includes freight, primage, and any other charges payable to the Carrier in accordance with the applicable

"Vessel" includes any substituted vessel and any watercraft, feeder ship or barge employed in the performance of this Contract.

"On Board" means on board any mode of transportation by the Carrier.

"Hague Rules" means the provision of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague Vishy Rules" means The Hague as a mended by the Protocol signed at Brussels on 23rd February 1968.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936

"Hamburg Rules" means the Intel® Attions Convention on the Carriage of Goods by Sea 1978.

"Person" includes an individual, a partnership, a corporation or any other juridical entity whatsoever, including a Vessel "in rem". Vessel" includes any substituted vessel and any watercraft, feeder ship or barge employed in the performance of this

"in rem".
"Stuffed" includes filled, consolidated, packed, loaded or secured.

- CARRIER'S TARIFF: The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant sions of the applicable Tariff are obtainable from the Carrier or his agents, upon request in the case of inconsistency en this Bill of Lading and the applicable Tariff, this Bill of Idading shall presult.
- WARRANTY: The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of the person or entitled to the possession of the Goods and this Bill of Lading.

owning or entitled to the possession of the Goods and this Bill of Lading.

4. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS ("HIMALAYA CLAUSE")

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, including, where applicable, inland carriage from the Place of Receipt to the Port of Loading.

(2) The Merchant undertakes to make no claim or allegation against any person whomsoever by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to mpose upon any such person or any vessel owned by any such person any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person, including, but not limited to, Vessels in ren, their owners, operators, and/or charters, as well as stevedores, watchment, owners and aduly of care to it in connection with the Goods, shall have the benefit of all the limitations and provision benefitting the Carrier as if such provisions were expressly for his benefit, and in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent and trustee for such persons.

(1) (a) This Bill of Lading shall have effect subject to COGA, including, without limitation, the Carrier's right to limit its liability to S500 per package or, in the case of goods not shipped in packages, \$500 per customary freight unit, unless, as described below, the Merchant has exercised its option to declare a higher value and paid additional freight. COGSA shall also govern the period or periods before loading and/or after discharge and throughout the entire period of time the Goods are in the Carrier's custody, including, in case of Combined Transport, periods of inland carriage by the Carrier's subcontractors.

(b) If, contrary to fish Clause Paramount and Clause 19 below, a court outside the United States determines that the Hague Rules, the Hague-Visby Rules, COGWA, the Hamburg Rules, or any other law is compulsorily applicable to this Bill of Lading and that any provision of the proposition of such law is repugnant to any provision of this Bill of Lading, then such provision shall be null and void to such extent but no further. In such event, the Carrier's shall be entitled to all rights and defenses allowed by such law.

law.

(2) General Provisions

(a) Delay, Consequential Loss. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the reight applicable to the relevant stage of the transport.

The carrier shall not, unless a higher value has been declared in accordance with (c) below, be or become liable for any loss or damage to or in connection with the Goods in excess of \$500 per package or, in the case of Goods not shipped in packages, \$500 per customary freight uniting of the value of the Goods with (c) below; but the Goods in excess of \$100 per package or, in the case of Goods hor shippened in packages, \$500 per customary freight uniting of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value and any partial loss or damage shall be adjusted pro rato on the basis of such declared value. It is agreed that superficial rust, oxidation or any like condition due to moisture, is apparent good order and condition of any like condition due to moisture, is apparent good order and condition of any accordance of the conditions of the goods and acknowledgement of receipt of the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier of the Goods, indicating the general nature of such loss or damage to, the Goods in the Bill of Lading or, if the loss or damage to, the Goods in the Bill of Lading or, if the loss or damage is the Goods in the Bill of Lading or, if the loss or damage is

SHIPPER-PACKED CONTAINERS
 (1) Goods may be stuffed by a Carrier in or on Containers and Goods may be stuffed with other Goods
 (2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

the Merchant.

(3) If a Container has not been stuffed by or on behalf of the Carrier.

(a) the Carrier shall not be liable for loss of or damage to the Goods caused by the manner in which the Goods in Container have been stowed, or (ii) the manner in which the Goods for Carriage in Containers, so (iii) the unsuitability of the Goods for Carriage in Containers, or (iii) the unsuitability or defective condition of the Container, provided that the defects would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed. Acceptance and use of a Container by Shapper shall be prima facte evidence of suitability.

(b) the Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a), (i), (ii) or (iii) above.

(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

is not under an obligation to provide a Container of any particular is not under an obligation to provide a Container of any particular is not under an obligation to provide a Container of any particular is necessary.

7. MERCHANTS RESPONSIBILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) The merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, lines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

As well as the container of the container or the container of the container or any become language of the Goods. The container of the container or may become dangerous, inflammable or damaging or which are or may become lable to damage any property or person whatsoever shall be tendered to the Carrier for Carriage which the container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the option of the Carrier the articles are or are lable to become of a dangerous, inflammable or damaging nature, the summary of the container of t

FREIGHT AND CHARGES

(a) Freight, charges and primage shall be paid in cash without discount in the currency in which the Goods are freighted to Carnier's option in the currency of the country of the Port of Loading or Port of Discharge or, as mutually agreed, in other ency in each case converted at the highest rate of exchange for banker's sight bills

BILL OF LADING FOR COMBINED TRANSPORT OR PORT TO PORT SHIPMENT

Delivery of the Goods will only be made on payment of all Freight and charges.

On acceptance of this document by or on behalf of Shipper or on presentation of this document by or on behalf of the holder, the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the shipper, holder and Carrier) become binding in all respects between the Carrier and Shipper, or Carrier and holder as though the contract contained herein or evidenced hereby had been made between them

current on the date of shipment or date of vessel's arrival at Port of Discharge, whichever the higher. Freight, charges and primage shall be considered completely earned on shipment, whether freight be stated as prepard or collect, and Carrier shall be entitled to payment on demand, vessel and/or Goods fost or not lost, or the voyage broken up or terminated prior to destination, all without selfor or counterclaim interest at eight percent per annum shall run from the date when the freight, charges and primage are due.

(b) The Shipper shall remain responsible for the payment of freight irrespective of whether under the terms of this Bill of Lading (b) The Marchard shall be liable for all expenses of fungiation, sampling, tallying, assembling and sorting and all expenses continued in repairing damage to and replacement of packing or sewing due to causes beyond Carrier, tability, and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons. The Carrier shall have a lien on the Goods for such expenses.

(d) Freight, charges and primage whether prepayable or not and whether paid or not shall be considered as fully earned upon shipment and shall be paid vessel and/or cargo lost or not lost. Freight, charges and primage shall not be returned vessel and/or cargo lost or not lost.

9. LIEN: The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for General Average contributions or salvage to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

10. DECK STOWAGE OF CONTAINERS
(1) The Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, bunker space or any covered-in space commonly used in the trade for the Carriage of Goods.
(2) The Goods may be stuffed by the Carrier in Containers.
(3) The Carrier shall have the right to carry on deck Goods stuffed in Containers (other than flats or pallets) whether by the Carrier or the Merchant. Such Goods (other than invistods) whether carried on deck or under deck shall participate in General Average and shall be deemed to be within the definition of goods for the purposes of the Hague Rules, Hague Visby Rules or U.S. COGSA, whichever is applicable under clause 5 (CARRIER'S RESPONSIBILITY).

11. DECK CARGO AND LIVESTOCK
(1) Goods (not being Goods stuffed in Containers other than flats or pallets) which are stated herein to be carried on deck (and livestock, whether or not carried on deck), are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.
(2) Livestock is carried at the sole risk of the Merchant. In the event that the Master, in his sole discretion, considers that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage such shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the Carriage of such livestock.

METHODS AND ROUTE OF TRANSPORTATION

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(1) The Carrier may at any time and without notice to the Merchant

(a) Use any means of transport or storage whatsoever,

(b) Transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever,

(b) Tompack and remove Goods which have been stowed into a Container and forward the same in a Container or other containers and containers an

(c) Unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise;

(d) Proceed by any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order.

(e) Load or unfload the Goods at any place or port (whether or not any such port is named overlat as the Port of Load or unfload the Goods at any place or port.

(f) Permit the vessel to proceed with or without pilots;

(g) Comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or any person or body acting or on behalf of such government or authority or any person or body acting or the properties of the control of the proceed with or without pilots;

(2) The liberties set out in sub-clauses (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods including undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations and anything done in accordance with sub-clause (1) or ydelay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree. otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

13. MATTERS AFFECTING PERFORMANCE
If at any time the Carriage is or is likely to be affected by an hindrance, risk, delay, difficulty or disadvantage of any kind to the Goods, reseals or other cargo on board (other than the inability of the Goods or any part thereof safely or properly to be carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) and which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the Carriage is commenced) may either:

(a) Winhout notice to the Merchant suspend or abandon Carriage of the Goods and place the Goods and place the Goods or any part of them are considered to the carrier of them are considered to the carrier of the carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods received for Carriage, and the Merchant shall pay any additional costs of Carriage to and delivery and storage at such goods continue the Carriage.

Carriage.

(c) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority.

accordance with the orders or recommendations given by any government or authority.

14. NOTIFICATION AND DELIVERY
(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
(2) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly when they come to hand at or on to any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that, pat at thereof discharged shall cease towich discharged shall cease towich discharged shall cause towich discharged shall be at the Merchant's entire risk and for account of the Goods.

(3) The Carrier shall have liberty to arrange to convey the Goods in water borne craft to and from the vessel. Any such transport shall be at the Merchant's entire risk and for account of the Goods.

(4) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entilled to call upon the Merchant to take delivery thereof, whether the Carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier is shall be entitled without notice to unstuff the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof is or of that part thereof sore a shore, affold, in the open or such storage of the sole risk of the Merchant. Such storage shall constitute due delivery thereunder, and thereupon the liability of the carrier in respect of the Goods or that part thereof store as a shoresaid (as the case may be shall wholly cease and the or such storage of any shall be th

(5) If the Merchant fails to take delivery of the Goods within thrity days of its becoming due under sub clause (¿2) or (¿3) above or if in the opinion of the Carrier they are likely to deteriorate, decay, become worthless or incur charges, whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport, the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever, or attaching to him, sell or dispose of the Goods and apply the proceeds of sale in reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading. (6) The Carrier shall have the option of replacing any damaged or missing Goods. Cargo sweepings, liquid residue, goods discharged in excess or with unidentifiable marks or numbers or any Goods not otherwise accounted for shall be allocated against consignments of like character in proportion to any apparent shortage, loss of weight or damage.

15. BOTH-TO-BLAME COLLISION: If the (earrying) ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, the pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship or large and/or the owner and/or demise charterer of the carrying ship or large owner and/or the owner and/or demise charterer of the carrying ship or the owners insofar as such loss or liability represents loss of or damage to, 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 the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. 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 to a collision, contact, stranding or other accident.

16. GENERAL AVERAGE: General Average shall be adjustable according to the York/Antwerp Rules of 1974 at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit 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 not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the Merchant.

- 17. VARIATION OF THE CONTRACT, ETC.: No servant of agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.
- 18. FRANCE: In French Port notwithstanding anything hereinbefore contained, the Goods are to be allocated and stuffed, unstuffed and discharged at Merchant's expense unless otherwise agreed.

LAW AND JURISDICTION

19. LAW AND JURISDIC HOW. Any claim or dispute under this Bill of Lading shall be determined by the law of the United States of America and any claims or dispute arising hereunder shall be determined by the U.S. District Court for the Southern District of New York. Claims shall be filed in writing with RTM lines, or through any of its authorized agents.

TERMS OF THIS BILL OF LADING Shall be separable, and if any term shall be invalid, such holding shall not affect the validity of other terms.