Terms and conditions of IntercoShip's Bill of Lading

RECEIVED by the Carrier from the Merchant in apparent external good order and condition (unless otherwise noted herein) the total number of Containers, or if the Goods are not shipped in Containers, the total number of packages or other shipping units specified in the box marked "No. of Pkgs. or Containers" Carriage subject to all the terms and conditions hereof (including the terms and conditions on the reverse hereof and the terms and conditions of Carrier's applicable Tarrift) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable Tarrift prom the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable Tarrift prom the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable Tarrift prom the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable Tarrift prom the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable Tarrift prom the place of receipt or the port of loading, whichever is applicable, to the port of loading, whichever is applicable to the port of loading, whichever is applicable. total number of Containers, or if the Goods are not shipped in Containers, the total number of packages or other shipping units specified in the box marked "No. of Pkgs. or Containers" for s and conditions of Carrier's applicable Tariff) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable.

- ng words whether contained on the front or back have the meanings hereby assigned: eans (A) Bill of Lading if this document is issued as a Bill of Lading, or (G) Sea Waybill if this document is issued as a Sea Waybill standing anything else contained no r incorporated into this Bill, if it is issued as a Sea Waybill, it will not be a document of title to the

- The Tollowing words with 103 standards.

 (9) Sea Waybill if this document is issued as a Sea Waybill. Notwing means (A) Bill of Lading, or (9) Sea Waybill if this document is issued as a Sea Waybill. Notwing with the content of the Code.

 (10) Sea Waybill, it will not be a document of this to the Goods.

 (21) Carriage "means the whole or any part of the operations and service undertaken by the Carrier in respect of the Goods covered by the Bill.

 (3) "Carrier" means the party on whose behalf this Bill is issued, as well as the Vessel and/or her Owner, demise charterer (if bound hereby), the time charterer and an substituted or Underlying Carrier whether any of them is acting as Carrier or bains a Carrier or bains of the Codes of the Cod

CARRIER'S TARIFF.
 The terms and conditions of Carrier's applicable tariff are incorporated herein, including those provisions relating to Container and vehicle demunr Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In the event of any inconsistency between Bill and the applicable Tariff, this Bill shall prevail.

3. MERCHANT'S WARRANTY
The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning, or entitled to possession of the Goods

- 4. EXEMPTIONS AND IMMUNITIES OF SERVANTS, AGENTS, STEVEDORES AND OTHER SUB-CONTRACTORS.

 (1) The Carrier shall be entitled to sub-contract the whole of any part of Carriage on any terms whatsoever.

 (2) In contracting for the following exemptions and limitation of, and exoneration from, liability, the Carrier is acting as agent and trustee for all other Persons named in this classe. It is understood and agreed that, other than the Carrier, no Person, firm or corporation or other legal entity whatsoever (including line Master, officers and crev of the vessel, agents, Underlying Carriers, Sub-Contractors, and/or any other independent contractors whatsoever utilized in the Carriage) is, or shall be deemed to be, liable with respect to the Goods as Carrier, ballee or otherwise. If, however, it shall be adjudged that any Person other than the Carrier is Carrier or ballee of the Goods, or under possibility with respect thereto, then all exemptions and limitations of, and exonerations from, liability provided by law or by the terms in this Bill shall be available to such Person.

 (3) It is also agreed that each of the addrenementioned Persons referred to in the preceding clause are intended enclaries, but nothing herein contained shall be construed to limit or relieve from liability to the Carrier for acts arising or resulting from their fault or negligent.

5. SCOPE OF THE VOYAGE

with this clause or any delay arising therefrom shall be deemed to be within the contractual Carrage and shall not us a determinant of the Carrage and shall not us a determinant of the Carrage and shall not use a determinant of the Carrage and the Carrag

- congestion of port, wharf, sea terminal, or the facilities or any Sub-Contractor or Underlying Carriers used in the Carriage covered by this Bill.

 ARRIER'S RESDONSIBILITY AND CLAUSE PRARMOUNT.

 (1) Port-to-Port Shipment when loss or damage has occurred between the time of loading the Goods by the Carrier, or any Underlying Carrier, at the port of loading the time of loading the loading time of loading the time of loading the loading time of lo from the vesser production.

 Sub-Contractor.

 (2) Multimodal Transport
 (A) With respect to Multimoderiving Carrier,
- rom the Vessel provided, however, that the Goods at said times are in the actual custody of the carrier or any Underlying Carrier or Sub-Contractor.

 (2) Multimodal Transport
 (A) With respect to Multimodal Transport with be governed by the provisions of Clause 7(1).

 (A) With respect to Multimodal Transport will be governed by the provisions of Clause 7(1).

 (B) With respect to Multimodal Transport will be governed by the provisions of Clause 7(1).

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 (B) With respect to Multimodal Transport will be governed by the provisions of Clause 7(1).

 (C) Uniform Bill of Lading together with the Underlying Carrier's Tariff which shall be incorporated herein as if set forth at length Notivithstanding the foregoing, in the event there is a private contract of Carriage between the Carrier and an expect of the Carrier will be incorporated herein as if set forth at length and copies of such contract(s) shall be available to the Merchant at any office of the Carrier upon request.

 (C) With respect to all water Multimodal Transport outside the United States where COGSA is not computionly applicable, then the Hague of Multimodal Transport outside the United States where COGSA is not computionly applicable, then the Hague of Multimodal Transport outside the United States where COGSA is not computionly applicable, then the Hague of Multimodal Transport outside the United States where COGSA is not computionly applicable, then the Hague of Multimodal Transport outside the United States where COGSA is not computed with the Convention on the Contract for the International Carriage of Goods by Road ("CMR"), dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Carriage of Goods by Road ("CMR"), dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Convention which is compulsority applicable by the Good such States and Carriage of Goods are when

8. CONTAINER PACKED BY CARRIER

Where the goods, receipt of which is acknowledged on the face of this Bill, are not already contained in Container(s) at the time of such receipt, the Carrier shall be at liberty to pack and carry such Goods in Containers.

- Carrier shall be at liberty to pack and carry such Goods in Containers.

 2. CONTAINER PACKED BY MERCHANT RESPONSIBILITY.

 Where the Goods have been packed into Container(s) by or on behalf of the Merchant, it is mutually agreed that,

 (1) Any statement of this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value, or other particulars of the container(s) are strained by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier is confined to the number and appearent order and condition

 (2) The Merchant accepts complete responsibility for the packaging, securing, and stuffing of the contents of the Container(s), the closing and sealing of the Container(s) and the fitness of the Container(s) and the contents thereof for Carriage in accordance with the terms of this Bill. The Merchant hereby undertakes to indemnify the Carrier against any loss, damage, expense, liability, penalty and fine directly suffered by the Carrier arising from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) or the Carrier arising from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) or the Carrier arising from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) or the Container(s) are clevered from the Carrier the Coods without notice at any time or place.

 (3) The Carrier shall be properly sealed and the seal identification reference as well as the Container(s) are the container(s) are the container(s) are clevered from the Carrier with seals institut, the Carrier and in the liable for any loss or damage to the Goods unless it is proven that such loss or damage was caused by Carrier's negligence. In case the seal of the container(s) is broken by Customs or other governmental authorities for inspection of

10. CARRIER'S CONTAINER - MERCHANT'S RESPONSIBILITY

- ARRIER'S CONTAINER MERCHANT'S RESPONSIBILITY

 (1) The Merchant shall inspect the Container(s) which are lent, leased, or in any way furnished by the Carrier before the Goods are packed into such Container(s), and the Container(s) so packed by the Merchant shall be deemed to have been accepted by him in good order and suitable condition for the purpose of Carriage contracted herein unless the Merchant provides written notice or remarks in writing concerning the condition of the Goods by reason of insufficient or unsound condition of the Container(s) may be considered to the Container(s) and container of the Container(s) and provides write and the Container of the Container(s) and provides write and the Container of the Container(s) and provides with the Container of the Con

11. SPECIAL CONTAINERS AND PERISHABLE GOODS.

Unless specially requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20 or 40 foot standard dry Container(s). In the event the Carrier agrees to carry the Goods in a special Container(s) such as a refrigerated, heated or insulated Container(s). Goods of a perishable nature shall be carrier of insured in such dry Container(s) without, services or otherwise specially equipped Container(s). The Merchant is required to give written notice of requested temperature settings of the thermostatic controls are receipt of the Goods by the Carrier. When a loaded Container(s) is received, the Carrier will verify that the thermostatic controls are set to maintain Container(s) temperature as requested. The Merchant is responsible for bringing the Goods to the proper temperature before loading the Goods into the Container(s), for the proper stowage of the goods within the Container(s), for setting the temperature (including mainteniance and repair) during all times before the proper stowage of the goods within the Container(s), for setting the temperature (including mainteniance and repair) during all times before the proper stowage of the goods within the Container(s), for setting the temperature (including mainteniance and repair) during all times before the proper stowage of the goods within the Container(s), for setting the temperature (including mainteniance and repair) during all times before the by invent vice, defects in the merchands or transit times in excess of the produce shell life. The Merchant is scall, advised that refrigerated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of Goods, but solely to maintain the temperature as received from the Merchant. The Carrier is unable to determine whether the Goods and 2.5 degrees centregrated (4.5 degrees Fahrenheit) in regard to any carrying temperature designated in writing by the Merchant in this Bill.
Good

- TOWAGE ON DECK

 (1) The Carrier has the right to carry the Goods in Container(s) on deck, whether the Container(s) are owned or leased or have been packed or stuffed, by or on behalf of the Merchant or the Carrier. When Goods in Container(s) are carried on deck, the Carrier is not required to specially note, mark or stamp any statement of on deck Carriage on the face hereof, any custom to the contrary notwithstanding. The Goods so carried shall be subject to the applicable legislations as provided for in the Clause Paramount hereof.

 (2) No institution of the Carrier shall not supply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising.

LIVE ANIMAL, PLANTS AND PERISHABLE GOODS

The Carrier's shall not be responsible for any accident, disease, mortality, loss of or damage to live animals, birds, reptiles, fish, plants and perishable Goods arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of this Bill.

- of all the provisions of this Bill.

 DANGEROUS GOODS AND CONTRABAND

 (1) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the Carriege of such Goods. Such application must accurately state the nature, name, label, and classification of the goods as well as the method of rendering them innocouss, with applicable instruction must accurately state the nature of the goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the Goods and Container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier.

 (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the foregoing or the Goods are found to be contraband or prohibited by any law or regulations of the port of loading, discharge or callor or any place or waters during the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at there'res' discretion without compensation and the Merchant shall be inable to indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly varieng out of resulting from such Goods.

 (1) Carrier and the Carrier and Carrier and

NBLE COODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currencies, securities, negotiable instruments, writing, documents, pictures, embroideries, ownsk of art, curios, helrioms, collections of every nature or any other valuable goods whatsoever including Goods having particular value only for the Merchant, unless the true nature and value thereof have been declare in writing by the Merchant before receipt of the Goods by the Carrier and inserted in this Bill and unless ad volorem freight shall have been fully prepaid thereon.

CONDENSION, FLD. It is agreed that superficial rust, oxidation or condensation inside the Container(s) or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the Carrier gof such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all special Freight, as required, must be paid by the Merchant.

RNMENT REGULATION AND PENALTY
The Merchant shall comply with all regulations or requirements of Customs, Government authorities port and other authorities, and shall bear and
pay all duties, laxes, fines, impose, expenses or losses incurred or suffered by reason of any failure to comply with such regulations, or by reason
of any lilegal, incorrect, or insufficient marking, number or addressing of the Goods, or the discovery of any drugs, narcotics, stowaways or other
theoretic.

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- IOTIFICATION AND DELIVERY

 (1) Any mention in this Bill 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 obligations hereunder.

 (2) Any mention in this Bill of Carrier in any liability nor relieve the Merchant of any obligations hereunder.

 (3) If the Merchant fails to take delivery of the Goods, or any part thereof, in accordance with this Bill, the Carrier may without notice remove the Goods, or that part thereof, and/or store the Goods, or that part thereof, and constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, or that part thereof, shall cease.

 (4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill.

- **REIGHT AND CHARGES

 (1) Freight shall be payable at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or an ad valorem basis, or per Container or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods transhed by the Merchant, but Carrier may at any time, weight, measure and value the Goods Freight is payable, the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, furnigating, and valuing the Goods

 (2) Full Freight to the port of discharge or, in case of through transportation to place of delivery named herein and all other charges against the Goods shall be considered completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the case may be, whether the Freight or charges be prepaid or be standed or intended to be prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or the control of the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or the prepaid or to be standed in the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or intended to the prepaid or to be standed or the prepaid or to be standed or the prepaid or to be standed

- REAL AVERAGE AND SALVAGE

 Ceneral average shall be adjusted, stated and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994, and as to matters not provided for in these rules according to the laws and usages of the port or place of adjustment, and in the currency selected by the Carrier, Average agreement and bond, together with such additional security as may be required by the Carrier, shall be furnished before delivery of the Coordinate of the Carrier, shall be furnished before delivery of the Coordinate of the Carrier, shall be furnished before delivery of the Coordinate of the Carrier, shall be furnished before delivery of the Coordinate of the Vergage resulting form any cause that between the Coordinate of the Vergage resulting form any cause that between the Coordinate of the Vergage resulting form any cause or expenses of a general average on the payment of any scartifices, place or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect to the goods. If a shalling Vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such ashing Vessel or Vessels belonged to strangers. In the event the Master considers that salvage services are needed, the Merchant agrees that the Master may act as his agent to settle salvage enumeration.

21. BOTH TO BLAME COLLISION

If the Vessel comes into collision with another Vessel as a result of the negligence of another Vessel and any act, neglect or default of the mast mariner, pilot or the servants of the owner of the Vessel and in the navigation or in the management of the Vessel, the Merchant shall indemin the Carrier against all loss or liability which might hour directly or indirectly to the other or non-carrying Vessel or her owners insofar as such liability represents loss of or damage to his goods or any claim whatsoever of the Merchant paid or payable by the other or normying Vessel or now to the Merchant and set-off recouped or recovered by the other or non-carrying Vessel or her owners as part of their claim against the carrying Vessel or other owners, operators or those in charge of any Vessel or object other than, or in addition to, the colliding Vessel or objects are at fault in respect of a collision or contract.

22. NOTICE OF CLAIM AND TIME FOR SUIT Unless notice of loss of damage and a general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage be not apparent, within three days after delivery, the Goods shall be deemed to have been delivered as described in this Bill. In any event the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless sult is brought within one year after delivery of the Goods or the date when the Goods should have been

- delivered.

 23. LIMITATION OF LIABILITY

 (1) The Carrier doesn't undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in Clause 7 the Carrier shall in no circumstances be lable for any indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier's liability shall be limited to the ocean freight ped under this Bill for the delayed (2) All claims which the Carrier may be liable for shall be adjusted and settled on the basis of the net nvoice value of the Goods. In no event shall the Carrier be liable for any loss of profit or any consequential loss.

 (3) In the event this Bill covers the Goods moving to or from a port of final destination in the United States, the Carrier's limitation of liability in respect to the Goods shall in no event exceed U.S. Dollars \$500 per package, or when the Goods are not shipped in packages, U.S. Dollars \$500 per customary freight unit. In the event the forgoing would be held inapplicable under the local law of the jurisdiction in which legal proceedings are brought and if the Goods covered by this Bill are subject to the Hauge Rules and any legislation making those rules compulsorily applicable to this Bill, the Carrier shall in no event be liable for any loss or damage to or in connection with the Goods in an amount exceeding the limit of 666.67 SDRs per package, or when the Goods are ont shipped in packages, 666.67 SDRs per customary regish unit, or 2 soft initiations is inapplicable under the Goods are not shipped in packages, 666.67 SDRs per customary regish unit, or 2 soft the Goods have been declared (1) the determinance of the Goods are too shipped in packages, 666.67 SDRs per customary regish unit, or 2 soft the Goods have been declared (1) the determinance of the Goods are too shipped in package, 666.67 SDRs per customary regish unit, or 2 soft package.

Neither the Carrier nor any Underlying Carrier or Sub-Contractor utilized by the Carrier in the performance in this Bill Contract shall be liable to answer for or make good any loss or damage to the Goods occurring at any time the Goods are considered to be in Carrier's custody including the period before loading, or after discharge from the Vessel, by reason or by means of any fire unless such fire shall be caused by the actual fault or privity of the Carrier. 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/or any other contracts with the Merchant and expenses incurred by the Carrier for the account of the Nerchant and for general average and salvage contributions to whomsoever do and for the costs of recovering same and for any penalties and assessments charged to the Carrier as a road of the Goods. In order to recover for such charges the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

Charlow

Except as otherwise provided specifically herein any claim or dispute arising under this Bill shall be governed by the law of England and determined
in the English courts to the exclusion of the jurisdiction of the courts of any of the place. In the event this clause is inapplicable under local law then
jurisdiction and choice of law shall lie in leither the port of loading or port of discharge at carrier's option.