1. DEFINITIONS

"Carrier"means JIANGSU OCEAN TCLC CONTAINER LINES COMPANY LIMITED

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods.

"Combined Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.

"Container" includes any Container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the transportation of the Goods.

"Goods" means the cargo supplied by the Merchant and includes any Container and packing materials not supplied by or on behalf of the Carrier.

"Inland Transport" means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.

"Merchant" includes the shipper, the consignor, the receiver, the consignee, the owner of the Goods and any person owing, entitled to or claiming the possession of the Goods or of this Bill of Lading, the lawful holder or endorsee of this Bill of Lading or anyone acting on behalf of any such person.

"Package" means each Container which is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not indicated on the front of this Bill of lading or is indicated by the terms such as "Said to Contain" or similar expressions.

"Place of Delivery" means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.

"Place of Receipt" means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

"Port to Port Shipment" arises if the Carriage called for by this Bill of Lading is not Combined Transport.

"Subcontractor" includes but is not limited to the owners and operators of vessel(s) (other than the Carrier), stevedores, terminal, warehouse, depot and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the performance of the Carriage and any sub-sub-contractor thereof. The expression Sub-contractor shall include direct and indirect Sub-contractors and their respective servants, agents or Subcontractors.

"Vessel", where the context so admits, includes the Vessel named in column 6 of this Bill of Lading or any substitute therefore, and any feeder vessel, lighter or barge used by or on behalf of the Carrier in connection with any leg of the Carriage.

2. CONTRACTING PARTIES AND WARRANTY

The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every person defined as "Merchant" is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Bill of Lading and to pay the Freight due without deduction or set-off. The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods or he does so with the authority of the owner of the Goods or of the Person entitled to the possession of the Goods or of this Bill of Lading.

3. LAW AND JURISDICTION

(1)This Bill of Lading is governed by the laws of the People's Republic of China. It is hereby specifically agreed that any suit against the Carrier arising out of or in connection with this Bill of Lading or the Carriage hereunder shall be submitted to the exclusive jurisdiction of the Wuhan Maritime Court of the People's Republic of China.

(2)Notwithstanding the provision of Clause 3(1), where Carriage is to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the provisions of US Carriage of Goods by Sea Act 1936 (US COGSA), which shall be deemed to have been incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights, immunities, exceptions or limitations or an increase of its liabilities under US COGSA.

4. NOTICE OF CLAIM AND TIMER BAR

(1)Unless notice of loss or damage and general nature of such loss or damage be given in writing to the Carrier or his agents at the Port of Discharge or the Place of Delivery before or at the time of removal of the Goods into the custody of the Merchant, or if the loss or damage is not apparent, within 15 consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

(2)The Carrier, its servants, agents and Sub-contractors in any event shall be discharged from all liabilities whatsoever unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.

5. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff and other requirements regarding charges at the date of shipment are incorporated into this Bill of Lading. Particular attention is drawn to terms and conditions concerning additional charges including demurrage, per diem, storage expenses and legal fees, etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

6. CARRIER'S RESPONSIBILITIES

(1)Port-to-Port Shipment - If Carriage under this Bill of Lading is Port-to-Port:

(a)The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

(b)Carrier's responsibilities under this Bill of Lading shall be subject to Merchant Code of the People's Republic of China unless the governing law makes international conventions or other national law or regulation compulsorily applicable in which case the said international convention, national law or regulation will apply to this Bill of Lading only to the extent that they are compulsorily applicable.

(c)Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or any part of the period before loading, or the period after discharge, including misdelivery, then the Carrier shall have the benefit of every right, defence, immunity, limitation and liberty provided for in the Maritime Code of the People's Republic of China, or the international conventions, national law or regulation compulsorily applicable, during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the Carriage by sea.

(2)Combined Transport - The Carrier's responsibilities for Combined Transport shall be as follows:

1)Where the loss or damage occurred during the Port-to-Port section of the Carriage, the responsibilities of the Carrier is in accordance with Clause 6(1) above.

2)Where the loss or damage occurred during Inland Transport, the responsibilities of the Carrier shall be determined:

(a)by the provisions contained in any international convention, national law or regulation applicable to the means of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or

(b)where no international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier adopt and incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed 666.67 Special Drawing Right (SDR) per Package or other shipping unit, or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is higher, or

(c)if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss and/or damage occurred during the Port-to-Port section of Carriage as provided in Clause 6(1) above, but in no event whatsoever shall the Carrier's liability exceed 666.67 Special Drawing Right (SDR) per package or other shipping unit, or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is higher.

(d)If the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Port-to-Port section of Carriage and the Carrier's liability shall be determined as provided in Clause 6(1) above.

3)Any transport that the Carrier arranges for the Merchant which is not part of the Carriage under this Bill of Lading is done under the Merchant's own responsibility, time, risk and expense and the Carrier acts as agent only for the Merchant.

4)Delivery to Customs or Port Authorities - Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be effected by the Customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such Customs or port authorities shall be deemed to be lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall be discharged from any and all liabilities for any loss of or damage to the Goods which occurs for any reason whatsoever after such delivery.

7. THE AMOUNT OF COMPENSATION

(1)For shipment to or from or through countries other than the United States of America, neither the Carrier nor its servants, agents, Sub-contractors and/or the Vessel shall in any event be liable for any loss of or damage to the Goods in an amount exceeding the limits as prescribed by the Maritime Code of the People's Republic of China, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted on the front of this Bill of Lading and extra Freight paid on such declared value.

(2)For shipment to or from or through a port or place in the United States of America, neither the Carrier nor its servants, agents, Sub-contractors and/or the Vessel shall in any event be liable for any loss of or damage to the Goods in an amount exceeding the limits as prescribed by US COGSA, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted on the front of this Bill of Lading and extra Freight paid on such declared value.

(3)For the purpose of this Clause, the declared value shall be the basis for calculating the Carrier's liability, if any, provided that such declared value shall not be conclusive on the Carrier and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

8. DEFENSES AND LIMITS FOR THE CARRIER

The exemptions from liability, defenses and limitation of liability provided in this Bill of Lading or otherwise shall apply in any action against the Carrier arising out of or in connection with the Carriage hereunder whether the action be founded in contract or in tort.

9. SUB-CONTRACTING

(1)The Carrier shall be entitled to sub-contract at any time and on any terms whatsoever the whole or any part of the Carriage and any or all duties undertaken by the Carrier in relation to the Goods, and/or to substitute any other vessel or means of transport for the Vessel.

(2)The Merchant undertakes that no claim or legal action whatsoever shall be made or brought against any person by whom the Carriage is performed or undertaken (including, but not limited to the Carrier's servants, agents or Sub-contractors) other than the Carrier, which imposes or attempts to impose on any such person, or any vessel owned or operated by such person, any liability whatsoever in connection with the Goods or the Carriage thereof whether or not arising out of negligence on the part of such person. Should any such claim or legal action nevertheless be made or brought, the Merchant undertakes to indemnify the Carrier against all consequences thereof including legal expenses on a full indemnity basis. Without prejudice to the foregoing, every such person or vessel, including but not limited to the Carrier's servants, agents, or Sub-contractors as defined in Clause 9(1) above, shall have the benefit of every exemption, defense and limitation herein contained applicable to the Carrier, in contract or in tort, as if such provision were expressly contracted for its benefit, and in entering into this contract, the Carrier, to the extent of such exemptions, defenses and limitations, does so not only on its behalf, but also as an agent and trustee for such person or vessel.

10. METHODS AND ROUTES OF TRANSBORTATION

(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 transshipment or carrying the same on another vessel other than the Vessel named on the front of this Bill of Lading or any other means of transport whatsoever, even though transshipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;

(c)sail with or without pilots, proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route), proceed to, return to and stay at any port or place whatsoever in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to bunkering,loading or discharging cargo, undergo repairs, adjust equipment, drydock, making trial trips, or towing or being towed;

(d)load and unload the Goods at any place or port (whether or not any such port is named on the front hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place, including but not limited to the use of off-dock storage at any port;

(e)comply with any orders or recommendations given by any government or authority or any person or body purporting to act as or on behalf of such government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.

(2)The liberties set out in Clause 10(1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods, including but not limited to loading or unloading other Goods, bunkering or embarking or disembarking any person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done or not done in accordance with Clause 10(1) or any delay arising therefrom shall be deemed to be within the scope of the Carriage and shall not be a deviation.

11. MATTERS AFFECTING PERFORMANCE

If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind which cannot be avoided by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for Carriage) the Carrier (whether or not the transport is commenced) may at his sole consideration and without prior notice to the Merchant:

(1)carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route from that indicated in this Bill of Lading or from that which is customary for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this sub-Clause, then, notwithstanding the provisions of Clause 10 hereof, the Carrier shall be entitled to charge such additional freight as the Carrier may determine, or

(2)suspend the Carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension. If the Carrier elects to invoke the terms of this sub-Clause, then the Carrier shall be entitled to the payment of such additional freight as the Carrier may determine, or

(3)abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem safe and convenient, or from which the Carrier is unable by the exercise of reasonable endeavors to continue the Carriage, whereupon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall nevertheless be entitled to full freight on the Goods received for Carriage and the Merchant shall pay any additional costs of the Carriage, and delivery and storage at such port or place, or incurred by reason of the abandonment of the Goods. Where the Carrier elects to use an alternative route under Clause 11 (1) or to suspend the Carriage under Clause 11 (2), same shall not prejudice its right subsequently to abandon the Carriage.

12. DELIVERY OF GOODS BEYOND PORT OF DISCHARGE OR PLACE OF DELIVERY

In the event that Consignees/Receivers of Goods require the Carrier to deliver Goods at a port or place beyond the Place of Delivery originally designated in this Bill of Lading and the Carrier in its absolute discretion agrees to such Carriage, such further Carriage will be undertaken on the basis that the Bill of Lading terms and conditions are to apply such Carriage as if the ultimate destination agreed with Consignees/Receivers had been included in the description of the transport in this Bill of Lading.

13. DELAY, CONSEQUENTIAL LOSS, ETC

(1)The terms of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the Carriage of the Goods not only during the Carriage, but also during the period prior to and/or subsequent to the Carriage. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits.

(2)The Carrier does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, whichever is applicable, or will arrive at the Port of Discharge or Place of Delivery, whichever is applicable, or will be transshipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed or cancelled if the Carrier shall find it necessary, prudent or convenient. The Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage or loss of profits caused by delay.

14. FIRE

The Carrier shall not be liable for any loss of or damage to the Goods occurring at any time, including that before loading or after discharge howsoever by reason of whatsoever nature of fire, unless such fire is caused by the actual fault of the Carrier.

15.MERCHANT-STUFFED CONTAINER

(1)If a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expenses has been caused by:

(a)the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or

(b)the unsuitability of the Goods for Carriage in the Container supplied or for Carriage by Container between the Ports or Places specified herein, or

(c)the unsuitability or defective condition of the Container unless the Container had been supplied by or on behalf of the Carrier, this unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the Container was filled, packed, loaded, sealed or stuffed.

(2)If a Merchant-stuffed Container is delivered by the Carrier with its seal intact, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any loss or shortage of the Goods ascertained at delivery.

(3)The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being sound, suitable for use and without defect.

16. INSPECTION OF THE GOODS

The Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods. If by order of the authorities at any place, a Container must be opened for inspection, the Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant, if it thereupon appears at any time that the Goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or the Container, the Carrier may without notice to the Merchant (but as its agent only) abandon the transportation and/or take any measure(s) and /or incur any additional expense to carry or to continue the carriage, or to store the same ashore or afloat, under cover or in the open, at any place, whichever storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

17. MERCHANT'S RESPONSIBILITIES

(1)The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front of this Bill of Lading have been checked by the Merchant on receipt of this Bill of Lading and that such particulars and any particulars furnished by or on behalf of the Merchant are adequate, accurate and correct.

(2)The Merchant also warrants that the Goods and/or Merchant-stuffed Containers are lawful, contain no contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage, expense, risk or fine to the Carrier, or to any other cargo, Containers, Vessel or person during the Carriage.

(3)If any particulars of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not a party are shown on the front hereof, such particulars are shown at the sole risk of the Merchant and for his convenience. The Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Bill of Lading, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including but not limited to reasonable legal expenses and costs.

(4)The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing freight for any additional carriage undertaken), incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.

(5)If by order of the authorities at any place, Goods are detained and/or seized for any reason whatsoever, the Carrier will not be liable for any loss or damage whatsoever incurred as a result thereof. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

(6)Where the Containers and/or other equipment are supplied by the Carrier, the Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local agent at the Ports of Loading and Discharge. Free time commences from the day the Container and/or other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the empty Container and other equipment before or at the end of the free time allowed at the Port of Discharge or the Place of Delivery. Should a Container or other equipment not be returned within the aforesaid time, the Merchant shall be liable for any demurrage per diem as per the Tariff, as well as detention charges, loss of or damage which may arise therefrom. And the Merchant shall be liable for any loss of damage to Carrier's Containers and other equipment while in the custody of the Merchant or anyone acting on the Merchant's behalf.

(7)The Merchant shall redeliver, to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odour free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, dunnage or other debris inside. The Merchant shall be liable to indemnify the Carrier for any and all costs incurred reinstating or replacing Containers and other equipment not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and/or interest thereon.

(8)The Merchant shall be liable for and hold the Carrier harmless against any loss or damage to Carrier's Container(s), the property of others or any injures or death whatsoever nature and however arise while Carrier's Container(s) is/are in the custody of the Merchants or anyone acting on the Merchant's behalf.

18. MERCHANTS DESCRIPTION

The Merchant's description of the Goods stuffed in a sealed Container by the Merchant or on his behalf shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed Container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quantity, quality, description, condition, marks or numbers of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description of particulars.

19. DANGEROUS OR HAZARDOUS GOODS

(1)For shipment of dangerous or hazardous Goods, the Merchant shall, in strict compliance with the regulations governing the Carriage of such Goods, have them properly packed, distinctly marked and labeled and notify in advance the Carrier in writing of their proper description, nature and the precautions to be taken. In case the Merchant fails to give the aforesaid prior written notice and obtain the Carrier's written consent to carry the Goods, or inaccurately notifies the Carrier, the Carrier may reject the Goods, or have such Goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation. Notwithstanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual or potential danger or threat of danger to the Vessel, the crew and other persons on board or to other Goods. However, the provisions of this Clause shall not prejudice the contribution in general average, if any.

(2)The Merchant shall be fully liable for and shall indemnify, hold harmless and defend the Carrier, its servants, agents and Subcontractors and any third party all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any person, any cargo, and other property, whether on board or ashore, arising from such Goods and/or from the breach of Merchant of the obligations provided herein, whether or not the Merchant was aware of the nature of such Goods.

(3)Nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere.

20. REFRIGERATED CONTAINER AND GOODS

(1)Unless the Merchant and the Carrier agree in writing before shipment that refrigerated Containers will be used to ship the Goods and such agreement is noted on the front of the Bill of Lading, and the Merchant gives proper written notice to the Carrier of the nature of the Goods and of the particular temperature range to be maintained and the Merchant pays the extra freight charged under the Carrier's Tariff or as agreed, the Goods shall be carried in ordinary dry Containers.

(2)In case of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thermostatic, ventilating or any other controls have been correctly set by the Merchant and that the temperature of the Goods and the refrigerated Container has been brought to the proper temperature and that the Goods have been properly stowed in the Container before the receipt thereof by the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising. The Merchant shall be responsible for the operation and maintenance of the Carrier's Container while it is in the Merchant's custody or the custody of anyone acting on the Merchant's behalf.

(3)If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus 2℃ permitted, and the Carrier shall exercise due diligence to maintain such temperature, plus or minus 2℃ while the Goods are in its actual possession.

(4)The Carrier does not warrant that the Container be properly refrigerated throughout the Carriage, nor shall the Carrier be liable for any loss or damage to the Goods resulting from any latent defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

(5)In case of the Merchant's own Container, a set of emergence kit and an operation manual shall be supplied by the Merchant.

21. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

(1)The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.

(2)Goods whether stowed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless on the front side hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage.

(3)Such Goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the US COGSA or for the purposes of the laws of the People's Republic of China and shall be carried subject to such Act or laws, whichever is applicable.

(4)Goods (not being Goods stowed in Containers other than open top ones, 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 or delay arising during Carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever and US COGSA shall not apply.

22. FREIGHT AND CHARGES

(1)Full freight shall be payable at Carrier's option on gross weight, or value as set forth in Carrier's Tariff, based on Merchant's particulars for the Goods. Carrier shall have the right, but not the duty to open Package or Containers and, if Merchant's particulars are found to be erroneous, the Merchant shall be liable for the correct freight as well as charges and expenses incurred in examining, weighing, measuring or valuing the goods.

(2)All Freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier whether the freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, Vessel and /or Goods lost or not lost or the voyage abandoned. Freight payable at destination shall be paid before delivery of the Goods.

(3)The Merchant's attention is drawn to the stipulations concerning currency in which the freight is to be paid, rate of exchange, devaluation and other contingencies concerning the freight in the applicable Tariff or as agreed otherwise.

(4)All freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.

(5)Payment of freight and charges to any freight forwarder or broker, or anyone other than the Carrier or its authorized agent, shall not be considered payment to the Carrier and shall be made at the Merchant's sole risk.

(6)The parties defined as Merchants in Clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for payment of all Freight, demurrage, general average and salvage charges, as well as costs and expenses and attorney's fees incurred in collecting or recovery of any of the aforesaid payable amounts, failing which shall be considered a default by the Merchant in the payment of Freight and charges.

23. NOTIFICATION AND DELIVERY

(1)Any mention in this Bill of Lading 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 give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation thereunder.

(2)Where the Carrier is obliged to hand over the Goods into the custody of the port, Customs or any other authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and thereupon the liability of the Carrier in respect of the Goods shall entirely cease.

(3)The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier. If the Merchant fails to do so, the Carrier may without notice unless it has agreed in writing to do so, the Goods if packed in Containers may store the Goods ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, including for misdelivery or non-delivery, shall cease and the costs of such storage shall forthwith upon demand be paid by the Merchant to the Carrier.

(4)If the Goods are declared or proclaimed by any competent authority or whenever in the Carrier's opinion the Goods are likely to deteriorate, decay or become worthless, or incur charges whether for storage or otherwise in excess of their value, the Carrier may at its discretion and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, unpack, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant under or in connection with this Bill of Lading.

(5)The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as less than Full Container Load and/or as break bulk cargo and/or delivery of the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking of the container.

(6)Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Bill of Lading, notwithstanding its having been notified of the availability of the Goods for delivery, shall constitute an irrevocable waiver and abandonment by the Merchant to the Carrier of all and any claims whatsoever relating to the Goods or the Carriage. The Merchant shall be liable for any losses, damage, expenses and liabilities incurred and sustained by the Carrier arising from such refusal, including but not limited to the return of the Goods to their place of origin, costs for the cleaning and disposal of Goods, and legal costs.

(7)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 of Lading.

24. LIENS

The Carrier, its servants or agents shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due and payable at any time to the Carrier under this contract and/or under any other contract whether or not related to this Carriage and for general average contributions to whomsoever due and for the cost of recovering the same. The Carrier may exercise its lien at any time and any place in its sole discretion, whether as agent or Sub-contractor, whether the Sub-contractor is competent or not. The Carrier's lien shall also extend to cover the cost and legal expense of recovering any sums due. The Carrier shall have the right to, free of any liability, sell any Goods under lien by public auction, private treaty or any measure as prescribed by the governing law without notice to the Merchant but at the Merchant's expense. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realised by such sale.

25. BOTH-TO-BLAME COLLISION

The Both-to-Blame Collision Clause currently published by the Baltic and International Maritime Conference is deemed to be incorporated into this Bill of Lading. If the carrying 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 shipper undertakes to pay the Carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to 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 against all loss or liability to the other or non-carrying ship or her owner in so far as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the shipper and set-off, recouped or recovered by the other 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, contract, stranding or other accident.

26. GENERAL AVERAGE AND SALVAGE

(1)General Average shall be adjusted at any port or place at the Carrier's option according to the York-Antwerp Rules 1994 except Rule XXII and any subsequent modification or re-enactment thereto and, as to matters not therein provided for, according to the laws and usages at any ports or place at the Carrier's option, save that General Average on a Vessel not bareboat chartered by the Carrier shall be adjusted according to the rules and practice of the operator of that Vessel. 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.

(2) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master shall act on its behalf to procure such services to Goods and that the Carrier may act on its behalf to settle salvage remuneration. The Merchant shall timely and fully provide cash deposit or other security to the salvor without affecting the schedule of the Vessel after the salvage, failing which the Merchant shall be liable for any losses arising therefrom and sustained by the Carrier.

27. NEW JASON CLAUSE

In the event of accident, danger or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving ship belonged to strangers.

28. VARIATION OF THE CONTRACT

No servant, agent or Sub-contractor of the Carrier shall have the power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or approved in writing by the Carrier. This Bill of Lading is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Bill of Lading has been issued pursuant to another contract between the Merchant and the Carrier, when such other contract and this Bill of Lading shall be construed together. This Bill of Lading and its terms and conditions may not be changed orally.

29. PARTIAL INVALIDITY

If any provisions in this Bill of Lading is held to be invalid or unenforceable, such invalidity or unenforceable shall attach only to such provision. The validity of the remaining provision shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

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