"Carrier" means "K" LINE LOGISTICS, LTD, on whose behalf this Bill of Lading has been signed

"Holder" means any person for the time being in possession of or entitled to this Bill of Lading by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Ship" means any vessel on which the Goods are shipped or substituted and any craft, lighter or other means of transportation used in whole or in part for the Carriage under this Bill of Lading.

"Merchant" includes the shipper, the consignee, the receiver of the Goods, the Holder of this Bill of Lading, any person certified to the possession of the Goods or this Bill of Lading or any person acting on behalf of any of the above mentioned persons.

"Goods" includes the whole or any part of the articles of every kind and description, including their packaging, containers or shipping units or materials, tendered to the Carrier under this Bit of Lading and described or identified on the face of this Bit of Lading.

"Container" includes any container, trailer, transportable tank, lift van, flat rack, pallet or any similar article of transport used to consolidate the Goods and/or other item of transportation equipment.

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

"Combined Transport" means the Carriage of the Goods by more than one modes of transport under this Bill of Lading from the Place of Receipt from the Merchant.

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

"Hague-Velby Rules" means the Hague Rules as amended by the Protocol to amend the Hague Rules done at Brussels on 23 February 1968, or, where applicable, the Protocol amending the Hague Rules as amended by the Protocol of 23 February 1968 done at Brussels on 27 December 1979.

"Japan COGSA" means the International Carriage of Goods by Sea Act, 1957 of Japan, as amended on 3 June, 1992.

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

"Charges" includes freight, demurrage, equipment detention, general average and any other money obligations incurred or payable by the Merchant, or for the payment of which the Carrier has a security interest or lien on the Goods, under this Bill of Lading or by controlled fall.

"Shipping Unit" includes freight unit, each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever and shall include, but not limited to, a skid, cradie, pallet or unitized load, group or assemblage, and the term "unit as used in the Hague-Wiles and the Hague-Wile

"Person" includes an individual, a partnership, a body corporate or other entity.

Sub-contractor includes owners, charterers and operators of vessels, stewdores, terminal operators, warehousemen, road, rail, sea, tater and eit transport operators and independent contractors and their respective servents, agents and sub-contractors, whose versions the pre-formation of the whole or any part of the Carting.

"Verified Gross Mass" means the combined mass of a container's tare mass and the masses of all packages and cargo tems including but not limited by palities, durage, other packing material and securing materials packed in the container and verified by one of the methods of weighing specified in SOLAS (The International Convention for the Safety of Life at Seq.) Chapter VI Regulation 2.

The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading

The Morchant warrants that in agreeing to the terms hereof it is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and/or this Bill of Ladino.

4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be non-negotiable unless made out "to order", in which event it shall be negotiable and shall contifie to the Goods and the Holder shall be certified to receive or to transfer the Goods herein described.

(c) This BLV I before goal to prime top reference of the lating in charge by the Center of the Goods as leven described, unless, contamp lot for an activation of the contamp in the conta

5. GENERAL RESPONSIBILITY, EXCLUSIONS AND IMMUNITIES OF THE CARRIER

The Carrier shall be liable for loss of or damage to the Goods occurring from the time when the Carrier receives the Goods for the Carriage until the time of delivery, only to the extent set out below.

we will be a discovered that in any overtiand in all cases without the telephone of the second that is an all cases without the related of the Medicary I and his or dismaps a delay in delivery was completed from that or inherit is very regulated with the interductors of the Medicary III and the case of the Medicary III and the Interductors of the Medicary III and the Interductors of the Medicary III and the Interductors of the Medicary III and III an

mmotions, strike, lock-out, stoppages or restraint of labour from whatsoever cause, whether partial or

For imagings.

Find unless caused by the actual fault or printy of the Carner,

Soning or dendinging to save like or property at sea.

Any cause or ever which the Carner could not avoid and the consequences whereof it could not prevent by the exercise of

managing disperse.

(2) Where under the above subclause 5(1), if loss or damage or delay is caused partly by a cause for which the Carrier is liable and partly by a cause specified under subclause 5(1), it shall only be liable to the extent that those factors for which it is liable under this clause 5 have confibuted to the loss or damage or delay.

(3) The burden of proving prima facie that the loss or damage or delay was due to one or more of the causes, or events, specified in subclauses from \$(1)(A) to \$(1)(C) shall rest upon the Carrier.

(5) If the stage of the Carriage during which the loss or damage or delay occurred is known, notwithstanding anything provided for otherwise herein, the liability of the Carrier shall be determined by the provisions contained in any international convention or

tory national law which provisions:

Torry national law which provisions:

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Just have agained if the Merchant had made a separate end elect contract with the Courier in respect of the particular stage of
Just have agained if the Merchant had made a separate end elect contract with the Courier in respect of the particular stage of
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Let be used in order to make soft intertubled or convenience or residued used to the courier of the courier shall in no event exceed SOR 2.00 per Neigram of gross weight
Letter of the courier of designed.

(8) If it can be proved that the loss or damage or delay occurred during other carriage than by sea but while the Goods were in solidory of the Sub-Contactor, the liability of the Carrier and the limitation feered that the determined in accordance with the indicators and the limitation served that the determined or the accordance with the sub-classes (8)(9)) between the contact the limitation provided in the Carrier shall in or event exceed the limitation provided in

(7) If it cannot be proved where the loss or damage or delay occurred, the loss or damage or delay shall in no event exceed SDR 2.00 per kilogram of pross weight of the Goods lost or damaged or delayed.

6. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, including liberty to further sub-contract.

On The Mercher undersace that no claim or allegation shall be made against any Person or the Ship whatsower, other than the Carrier, sourcing put not limited by the Control sources or agents, any independent controls and the services or agents, and interest of the control of the services or agents, and interest or accordance or accordan

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or fability (and any expense arising therefrom) arising from the Carriage of the Goods insolar as such claim or flability exceeds the Carrier's liability under this Bill of Lading.

(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action

(1) CLAUSE PARAMOUNT

(I) CAUSE PRANCHOT

(A) The respit, charge and delivery of the Goats are generated by the provisions of the transportation agreement extended by the provisions of the transportation agreement extended by the Bill of Lading and necessarially the reference, including.

(I) the terms and control of the Current septicial Fall III.

(II) the provisions of the algorithm of the Current septicial Fall III.

(II) the provisions of the algorithm of the current septicial Fall III.

(III) the provisions of the algorithm of

(B) The Japan COGSA and the Hague-Rules Legislation shall be extended to apply to the Goods stowed on deck or under dock as trovided in clause 20, before the Goods are loaded on or after they are discharged from the Ship and throughout the entire time funning which the Carrier is responsible for the Goods under this Bill of Lading.

(2) METHODS AND ROUTE OF TRANSPORTATION

(ii) The Bordes are cut in substance. T2(M) does may be included by the Cupter for any purpose instruction exhibits or commended with the Cupter for boundary from the condense for the first and the substance T2(M), alone or supposed for the condense for the cupter of the condense for the cupter of the cupter

PERIOD OF RESPONSIBILITY / NO LINDERTAKING OF ARRIVAL TIME

(A) The Carrier shall not be responsible for any loss or damage to the Goods howsoever occurring, ₹ such loss or damage op prior to receipt of the Goods by the Carrier or after delivery of the Goods by the Carrier.

(B) The column "Final Destination" on the face hereof is solely for the purpose of the Merchant's references and the Carrier's responsibility with respect to the Goods shall in all cases cease at the time of delivery of the Goods at the Port of Discharge or Place of Tollows.

(C) The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or in time to meet any particular market or use, and the Carrier shall not be responsible for any direct or indirect loss or damages which is

(2) PACKAGE OR SHIPPING UNIT LIMITATION

Thisses a declared value has been noted in accordance with subclasse 8(0) and clause 15 below, where the Hague Pales, the Velby Rules or any Hague-Pales Legislation making such Rules computerly applicable to this 88 of Lading do not apply, the less real nin one even for become liable for any loss or changes or delay to or in connection with the Goods in an amount oring SCR 2:00 per kilogism of gross weight of the Goods lost or damaged or delaying.

(D) Subject to clause 27 of this Bill of Lading, for shipments to or from ports in the United States of America, neither the Carrier nor the Ship shall, in any event, be or become liable for any loss or dismage to such Goods in the amount exceeding USSSOD shall not oney of the United States of America per package or in case of the Goods on shipped in package, per customary freight unit or equivalent of

• Currier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper any to the Currier of the Goods for shipmer, such higher value being intented on the front of this Bill of Lading in the redder and, if required the Currier, care integrit paid, it is not care, if it is exactly all the Goods shill exceed the day of the Currier of the Currier, care integrit paid, it is not care, if it is exactly all the Goods shill exceed the and any potable their or changing shall be adjusted for talk on the basis of such exceedings of the and any potable their or changing shall be adjusted for talk on the basis of such exceedings.

4) DEFINITION OF PACKAGE OR THE SHIPPING UNIT

(5) FIRE AND RUST

) The Carrier shall not be liable for any loss or damage to or delay of the Goods occurring at any time, even though before loading or after discharge from the Ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by the actual fault or the Checker.

I) it is agreed that superficial rust, poidston or any like condition due to moisture, is not a condition of damage but is inherent to the tune of the Goods and acknowledgment of incepts of the Goods in apparent good order and condition in not a representation half of conditions or fine. (An officialise or fine like did not exist on recept.) He Mechantar requires people all anappearents or care for the refrage of such Goods, the Mechantar must request same in writing to the Carrier and the said anargements must be noted on the of this Biff or Lading and all special larges, analysis.

GOVERNMENT ORDERS

The Cartier or the master shall have liberly to comply with any orders, directions, regulations, requisitions, req

(III) Subject to the provision of usual provision and provision of usual provision of usu

(C) The Carrier may, at its sole discretion, and on the basis that it has not been projudiced by the passage of time, we requirements or other time limit.

(9) GOVERNING LAW AND JURISDICTION

When any claims are paid to the Merchant by the Carrier, the Carrier shall be automatically subrogated to all rights of the

9. MERCHANT'S RESPONSIBILITY

(1) The Merchant, with respect to cargo units not packed or loaded by the Carrier, represents and warrants A) that the Goods are properly described, marked, secured, and packed on their respective cargo units;

(B) that any cargo units other than the Carrier-furnished units are seaworthy and physically suitable, sound and structurally adequate to properly contain and support the Goods during handling and the transportation contemplated by this Bill of Lading, and that such cargo units may be handled in the susual and customary manner without damage to themselves or to their contents, or to the Ship or its other cargo contains of the contents of the contents, or to the Ship or its other cargo, or properly or Petrons.

(C) that all particulars with regard to the cargo units and their contents, and the weight, quantity, quality of each set cargo unit, are in

D) that such units are in compliance with all applicable laws, regulations and povernment requirements which may be applicable Merchant, jointly and severally, agrees to indemnify the Carrier and to hold the Carrier harmless in respect of all injury or death of Person, or any loss or damage to Cargo or any other property or to the Strip or any other vessel, or any other loss or expense, dring but not limited, to, loss of profits and legal costs, caused by the treach of any of the foregoing prepresentations or warranties.

(3) The Merchant shall, jointly and severally, defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatscerver arising from any breach of the provisions of this clause 9 or from any cause in connection with the Goods for which the Carrier is not responsible.

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

(2) When containers, vans, trailer, transportable tatries, skids, palletted units, and other cargo units are not packed or leaded by the Carrier, the Carrier does not expected to be accorded and in ord bound by any discription of the value, quartier, weight, condition or "And to critical". Species weight bead and country, "support capital container" for times of the manage, and the Carrier in select of the expectation of the selection of the

(A) caused by the manner in which the Container has been packed, loaded, secured, shored and/or stowed;

(B) caused by the unsuitability of the Goods for the Carriage in the Container:

the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Con

he Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to any Container or equipment furnished or arranged by the Carrier for the Merchant which occurs while in the possession or control of the rant, its agent or is inland carrier engaged by or on behalf of the Merchant.

11. SOLAS VGM Compliance

for the Carriage. (2) Where the information stated in subclause 11(1) has not been provided within the parked stipulated above the Carrier may at its ook option respicit the Containers (in the loading and shall have the Black) but not the collegation to load the Containers (in or high collegation) that Carrier shall of any other collegation to the load the Containers (in or high collegation) that Carrier shall under no collegation to be label for any other collegation to the label for any other collegation that the collegation of the Carrier shall be collegation to the Carrier shall be collegation to the collegation of the Carrier shall be collegation to the collegation to the carrier shall be collegation to the carrier shall be collegation to the carrier shall be collegated to the territor calculation to the carrier shall be collegated to the collegation to the carrier shall be collegated to the carrier shall be collegated to the carrier shall be collegated to the carrier shall be carrier shall be carrier shall be carrier shall be carried to the car

(4) The Carrier reserves the right to reject for the Carriage of any Container(s) if the Verified Gross Mass declared by the Shipper and the Verified Gross Mass determined by the Carrier (or the terminal, as the case may be) does not match by exceeding ± 2.5% of the determined Visited Gross Assets.

(5) Where the Verified Gross Mass of the Container(s) has been incorrectly declared, the Shipper shall be liable to the Carrier for all ossess of whatcover nature (including but not limited to desirtingly, denurrage, storage changes, customs charges, fines etc.) which rise out of such incorrect declaration whither or not it use the responsibility of the Metichart.

(6) Any Container(s) where the Verified Gross Mass is in excess of the maximum gross mass indicated on the Safety Approval Plate will not be carried in any oroumstances.

12 NOTIFICATION DELIVERY AND STORAGE OF THE GOODS

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 o give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

coppt at ports where the Carrier delivers the Goods directly to the Merchant, delivery shall take place and the Carrier shall have no other responsibility when the Goods are discharged upon a safe dock, lighter or other craft and custody is taken by port or overnment authorities, terminal cepanisors of lightermen.

13. DANGEROUS HAZARDOUS OR NOXIOUS OR CONTRABAND CARGO

single piece or package exceeding one (1) metric ton gross must be declared by the Merchant in writing before r and must be marked clearly and durably on the outside of the piece or package in letters and numbers not less

7. AUTOMOBILE AND OTHER UNPACKED GOODS

e term apparent good order and condition with reference to any automobile, rolling stock, tractor, machinery and other unpacked old does not mean that the condition of the Goods when received were the red any bend, dent, scratch, hole, out and bruise that if not have been found by ordinary care and diligence. The Carrier shall in no event be liable for such conditions.

8. INSPECTION OF THE GOODS

(1) The Carrier or any Pieron authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package any time and to inspect the Obook. If it is terration against that the content or any part thereof carrier shall be proposely to control the part of the Carrier shall be proposed to control the part of the Carrier shall be proposed to the part of the Carrier shall be proposed to the part of the Carrier shall be proposed to the part of the Carrier shall be proposed to the part of the Carrier shall be proposed to the part of the Carrier spatial any reasonable distributed expenses to control.

19. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficuty or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether or not the Carriage has commenced), the Carrier may:

(A) without notice to the Meichant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of hem at the Meichant's disposal at any place which the Carrier may deem safe and converient, whereupon the responsibility of the James in respect of each Goods shall access.

without prejudice to the Carrier's right subsequently to abandon the Carriage under subclause 19(1)(A) above, continue the Carr In any event the Carrier shall be entitled to the full Charges on the Goods received for the Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(2) 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 or any Person acting or purporting to act as or on behalf of such government or authority.

(2) The Goods which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and live an obants, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of with ture arising during the Carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause abserver. The Morchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason abserver in connoction with the Carriage of such the animals and plant.

21. BOTH-TO-BLAME COLLISION

General Average shall be adjusted, stated and settled, according to York/Answerp Rules 1994, at any place selected by the Carrier. Mechant shall provide such security, Average agreement and/or bord and/or such additional security as may be required by the in this connection. Such security, average agreement and/or bord and/or such additional security as may be required by the er must be furnished before delivery of the Goods.

arier must be furnished before delivery of the Glossi.

The event of account, diagnet, damage are dissaster before or after commencement of the vijugge resulting from any cause instances, whether due to neightence or risk, for which, or for the consequence of which, the Carrier is not responsible, by statute, carrier, to risk or themse, the Members and Somethins with the Carrier of General Average relative the furnity to a formation with the Carrier of General Average relative that may be made or found, and shall make good shalps and the segretal Charge toward to expect the comment of the control of

(2) Notwithstanding subclause (22(1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expenses arising therefrom) of a General Average nature which may be made on the Carrier.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average cont

(4) The New Jason Clause as published by the Baltic and International Markime Council is hereby incorporated into this Bill of Lading

(1) The Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any

<sup>2</sup>Q2 The Changes have been calculated on the basis of particulars furnished by or on behalf the Merchant. The Carrier shall be entitled to production of the commercial involce for the Goods or true copy thereof and to isspect, reveloph, remeasure and revalue the Goods and if the particules are found by the Carrier to be incorrect the Microbial shall pay the Carrier to correct Changes (credit being giver or the Changes) and the costs incorrect the Microbial shall pay the Carrier to correct Changes (credit being giver or the Changes) and the costs incorrect by the Carrier to the establishing the correct particulars.

(3) All the Charges shall be paid without any set-off, counter-claim, deduction or stay of execution, jointly and severally by the Merchant, either at or prior to the time agreed for payment or at latest before delivery of the Goods.

25. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to walve or vary any of the terms hereof unless such walver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier or lower or vary. 26. PARTIAL INVALIDITY

27. U.S.A. LOCAL CLAUSE (1) if the Carriage covered by the Bill of Lading includes the Carriage to or from or through a port or place in the United Stated of America, first Bill of Lading shall be asked to the US COSSA of which terms shall be deemed to be incorporated fromin and shall be paramount through the Carriage by sea a childred valuting and are need to end to the Cost and the Carriage by sea a third valutinary and one ender term that the Goods are in the static colors are controlled to the Carriage by sea childred valutinary and one ender term that the Goods are in the static colors. The Carriage by sea colors are controlled to the Carriage by sea of the developed to the Carriage by sea of the Carriage before boding on or after discharge from the received, after the carriage from the received, after the carriage of the Carriage before boding on or after discharge from the received, after the carriage of the Carriage before boding on or after discharge from the receiver, and the Carriage before the Carriage by the Carriage before the Carriage before the Carriage by the Carriage before the Carriage by the Carriage by the Carriage by the Carriage before the Carriage by the Carriage

(2) If the US COGSA applies, the liability of the Carrier shall not exceed U.S.\$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face hereof, in which case subclauses 8 (3) and clause 15 shall apply.

(f) The Cartie data too bable in any appeally wheavour to loss, damage indicate to the Goods with the Goods are in the blade State of describe any time the sale manifest of the control of the Goods are in the blade State of described any time the sale manifest of the Goods are in the sale of the Goods are in the sale of the Goods are in the sale of the