1 DEFINITIONS
"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing a constitution of the goods.

bill of lading including but not limited to the loading, transport, unloading, storage, warenousing and handling of the goods.

"Carrier" means COHESION Freight (HK) Ltd. dba COHESION Freight Worldwide on whose behalf this bill of lading has been signed.

"Charges" includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchail.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on

Tombined Transport" arises where an address (and not just the name of a Port) is indicated as the Place of Receipt and/or the Place of Delivery on the face of this bill of lading in the relevant spaces. "Consignee" means the party named as Consignee on the face of this bill of lading in the relevant

space.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly.

"Consolidation" includes stuffing, packing, loading or securing of Goods on or within Containers and Consolidate shall be construed accordingly."

"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any ancillary equipment.

"Goods" means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier (but excludes any Container supplied by or on behalf of the Carrier).

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

"Hague-Visby Rules" means the Provisions of the International Convention for Unification of certain Rules relating to bills of lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Provision step of the Protocol signed at Brussels on 25rd February 1968. (It is expressly provided that nothing in this bill of lading shall be construed as contractually applying the Hague-Visby Rules.).

"Holder" means any Person for the time being in lawful possession of, or lawfully entitled to possession of this bill of lading have been lawfully transferred or vested.

"Indematify" includes defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify and hold harmless, including in respect of fleaf fees and costs, whether or not the obligation to indemnify and hold harmless, including in respect of fleaf fees and costs, whether or not the obligation to indemnify and hold harmless, including in respect of fleaf fees and costs, whether or not the Container is loaded with more than one package or unit, the packages or other shipping uni

Carrier or not.

"Terminal Operators" means any persons who provide port storage or handling services.

"Terms and Conditions" means all terms, rights, defences, provisions, conditions, exceptions, limitations and liberties herein

"Vesse?" means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or occan vessel.

2 CARRIERS TARIFF
The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with hown the tariff has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail.

3 WARRANTY
The Merchant warrants that in agreeing to the Terms and Conditions hereof he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this bill olading or any Person who has a present or future interest in the Goods and this bill of lading. ssion of the Goods and this bill of

- lading or any Person who has a present or future interest in the Goods and this Bill of lading.

 4) NEGOTIABLITY 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 constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.

 (2) This bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as berein described. However proof to the contrary shall not be admissible when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in good faith. good faith

5 CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSON (1) The Carrier shall be entitled to sub-contract on any terms whatevever the whole or or

(2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents (2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including but not limited to, the Carrier's sevants or agents any independent contractor and his servants or agents and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising in contract, bailment, tort, negligence, breach of express or implied warranty or otherwise; and if any claim or allegation should nevertheless be made to Indenmify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessels shall have the benefit of all provisions berein benefiting the Carrier including clause 20 hereof, the quisdiction and law clause, as if such Terms and Conditions (including Clause 20 hereof) were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such Persons and Vessels and such Persons and Vessels shall to this extent the or be deemed to be parties to this contract. Without prejudice to the generality of the foregoing, if the Carriage is Port to Port, Terminal Operators shall not their settle of all provisions berein benefiting the Carrier, including the exceptions and limitations set out in clause 6(1) and 6(3) hereof, in relation to any port storage or handing services provided whether before loading or after discharge and regardless of whether Carrier's responsibility for the Goods has yet to commence or has ceased.
(3) The Merchant shall Indemnity the Carrier against any claim or itability (and any expense arising therefrom) arising from the Carriage of the Goods insofar as such claim or liability provises of implied warranty or therwise.
(4) The

(A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading and the time of discharge at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague-Visby Rules, COGSA or any other rules compulsority applicable to this bill of lading or in any other case in accordance with the Hague Rules Article 1-8 inclusive (excluding Article 3 rule 8) only.

(B) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Nowwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty in the Hague Rules, Hague-Visby Rules, COGSA or any other rules as applied by Clause 6 (1)(A) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at soil on occur at soil.

ot JIA3 during such adultional computery period of responsibility, notwithstanding that the loss or damage did not occur at sex lead in the COGSA shall govern the Carrier's liability throughout the Carriege by sea and the entire time that the Goods are in the actual custody of the Carrier or his Sub-Contractor at the container yard, freight station or area immediately adjacent to the sea terminal before loading onto the vessel or after discharge therefrom as the case may be. Where the Merchant requests the Carrier to procure Carriage by an inland Carrier in the United States of America, such carriage shall be prouemed by the Carrier as agent only to the Merchant and such carriage shall be subject to the inland Carrier's contract tariff. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with Clause 6(2) hereof.

(D) If the Goods are discharged at a Port other than the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that the Terms and Conditions are to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the reverse side of this bill of lading as the Port of Discharge or (sock procedules).

the Port of Discharge or Place of Delivery.

(2) COMBINED TRANSPORT

Save as is otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage t the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below.

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:

Merchant:

(1) The Carrier shall be relieved from liability where such loss or damage was caused by:

(a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the
Carrier, his servant, agent or Sub-Contractor;
(b) compliance with the instructions of a Person entitled to give them;

- (c) the lack or insufficiency of or defective condition of packing in the case of Goods which, by their nature are liable to wastage or to be damaged when not packed or when not properly
- packed;
 (d) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
 (e) inherent vice of the Goods;
- (d) handning, rosumg, sownage to the cook;
 (e) inherent vice of the Goods;
 (f) strikes or lock outs or stoppages or restraints of labour from whatsoever causes whether partial or general;
 (g) fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof,
 (h) a nuclear incident;

(i) any cause or event which the Carrier could not avoid as a consequence whereof he could not prevent by the exercise of reasonable diligence.

(2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the cause, the loss or damage could be attributed to now or more of the causes or events specified in Clause 6(2)(A)(1)(c), (d) or (e), it shall be presumed that it was so caused. The Merchant stall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(B) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant: (1) The liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country, which provisions:

(a) Cannot be departed from by private contract to the detriment of the Merchant, and (b) Would have applied if the Merchant hand as a sperare and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

(2) Where 6(2)(b)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2)(A) in all other cases.

(3) GENERAL PROVISIONS

(A) Compensation.

Subject to the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the FOB/FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined

insurance if paid. If there is no such invoice value, the value of the Goods shall be determined scording to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered. Package or Shipping Unit Limitative Short pulse, COGSA or any other rules apply under this Bill of Lading by national law or prusuant to Clause 6(2)(B)(1) the Carrier's liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made amplicable.

of Lading by national law or pursuant to Clause (C)(B)(1) the Carrier's liability shall in no event exceed the anounts provided in the applicable national law or in the law thereby made applicable.

(ii) If only the Hague Rules Articles 1-8 (excluding Article 3, Rule 8) apply pursuant to Clause 6(1)(A), Clause 6(1)(B) or Clause 6(2)(B)(2) then the Carrier's maximum liability shall in no event exceed USS500 per package or unit.

(iii) Where Carriage includes Carriage to, from or through a port in the United States of America and COGSA applies pursuant to Clause 6(1)(A) or 6(2)(B)(1) neither the Carrier nor the Vessel shall in any event be liable for any loss or damage to or in conection with the Carriage of the Goods in an amount exceeding USS500 per Package or customary freight unit.

(iv) In all other cases compensation shall not exceed the limitation of liability of USS2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises.

(C) Ad Valoren: Declared Value of Package or Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and the Carrier's liability in provided herein, the Carrier shall be for direct, indirect or consequential Loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the freegoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

(E) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Good

Time-bar
The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit it brought in the proper forum and written notice thereof received by the Carrier; (i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. It the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply but in that circumstance only.

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

but not limited to, weight, content, measure, quantity, quanty, tonanco, management value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to anti-terrorism measures) of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by

freight for any additional Carriage undertaken) incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods. (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. (4) No Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever shall be tendered to the Carrier for Carriage without:

without:
(a) the Carrier's express consent in writing; and
(b) the Container and/or other covering in which the Goods are to be transported and/or the
Goods themselves being distinctly marked on the outside so as to indicate the nature a
character of any such Goods and so as to comply with all applicable laws, regulations

requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, inflammable and/or damaging nature, the same may at any time be unloaded, destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges.

The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or Vessel (other than the Merchant) referred to in Clause 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise ressonsible.

responsible.

(6) The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expewhatsoever arising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not responsible.

8 CONTAINERS
(1) Goods may be Consolidated by the Carrier in or on Containers and Goods may be Consolidated

(1) Goods may be Consolidated by the carrier m or on communications of the Corticle of Coods.

(2) The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(A) the Carrier shall not be liable for loss of or damage to the Merchant.

(A) the Carrier shall not be liable for loss of or damage to the Goods:

(i) caused by the mannier in which the Container has been stuffed;

(ii) caused by the unsuitability of the Goods for carriage in Container actually used;

(iii) caused by the unsuitability or defective condition of the Container actually used;

(iii) caused by the unsuitability or defective condition on would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has a greed to seal the Container.
(B) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by Clause 8(3)(A) above.
(3) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation to provide a Container of any particular type or quality.

any particular type or quality.

9 TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading in this bill of lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

(2) If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(3) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, breakdown, stoppage of: the temperature controlling machinery, plant, insulation or any apparatus of the Container, 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.

10 INSPECTION OF GOODS

Carriage exercise due diligence to maintain the refrigented Container in an efficient state.

10 INSPECTION OF GOODS

The Carrier or any Person authorised by the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried, or carried further, either at all or without incurring any additional expense or raking measures in relation to the Container or Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or continue the Carriage thereof, and/or to self or dispose of the Goods and/or to abandon the Carriage and/or to store the Goods ashore them afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this bill of lading. The Merchant shall Indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under

any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

howsoever arising from any action or lack of action under this clause.

11 METHODS AND ROUTE OF TRANSPORTATION
(1) The Carrier may at any time and without notice to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) load or carry the Goods on any Vessel whether named on the front hereof or not;
(c) transfer the Goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever and even though transhipment of forwarding of the Goods may not have been contemplated or provided for herein;
(d) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever;
(e) proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order;

ore often and in any order:

(f) load or unload the Goods from any conveyance at any place (whether or not the place is a
port named on the front hereof as the intended Port of Loading or intended Port of
Discharge);

Discharge);
comply with any orders or recommendations given by any government or authority or any
Person or body acting or purporting to act as or on behalf of such government or authority or
having under the terms of the insurance on the conveyance employed by the Carrier the right

having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions;

(h) permit the Vessel to proceed with or without pilots, to tow or be towed or to be dry-docked;

(j) permit the Vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods, including but not limited to validating or unloading the goods, butkering, undergoing repairs, adjusting instruments, picking or landing up repairs, and instruments and the operation or related to Persons involved with the operation or maintenance of the Sees and assisting Vessels in all situations. Anything done in accordance with Clause II(1) above or any delay arising the sees and assisting the sees of the sees o

DECK CARGO AND LIVESTOCK

12 DECK CARGO AND LIVESTOCK

(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant unless on the front of this bill of lading it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsoever nature or degree. If carried on deck, the Carrier shall not be required to note, mark or stamp the bill of lading carried on deck, the Currier shall not be required to note, mark or stamp on the bill of lading carried on deck or ungest subject to Clause 13(2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (befter than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules COGSA or the Hague-visby Rules compulsorily applicable to this bill of lading.

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this bill of lading to be carried on deck and which are so carried (and

Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which an stated on the front of this bill of lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. I Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

3 DELIVERY OF THE GOODS

1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty 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 Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such Goods shall cease;

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under Clause 13(1)(A) above, continue the Carriage.

In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances. 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. This shall amount to due delivery to the Merchant.

3) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant and yobligation thereunder.

1) If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled and without prejudice to any other rights that he may have against the Merchant without notice to remove from a

shall cease.

18 BOTH-TO-BLAME COLLISION

If the Vessel on which the Goods are carried (the carrying Vessel) comes into collision with any other Vessel or object (the non-carrying Vessel or object on object (the non-carrying Vessel or object) as a result of the negligence of the non-carrying Vessel or object, the Merchant undertakes to Indemnify the Carrier gajants all claims by or liability to (and any expense arising therefrom) any Vessel or Person in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid for payable to the Merchant paid for on-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such Vessel, object or Person(s) against the Carrier, the carrying Vessel or her owners or charterers.

essel or her owners or charterers.

GENERAL AVERAGE

The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

Notwithstanding (1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

16 CHARGES
(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.
(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier to establishing the correct particulars.
(3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.
(4) Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

17 LIEN
The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and for General Average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall (a) survive the delivery of the Goods and (b) extend to over the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant. treaty, without notice towards the Merchant

169/watts use eventuals.

18 VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof un such waiver or variation is in writing and is specifically authorised or ratified in writing by a did or officer of the Carrier who has the actual authority of the Carrier to waive or vary.

19 PARTIAL INVALIDITY
If any provision in this bill of lading is held to be invalid or unenforceable by any Court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this bill of lading contrast shall be carried out as if such invalid or unenforceable provision were not contained

20 JURISDICTION AND LAW
Whenever US COGSA applies, whether by virtue of Carriage of the Goods to or from the United
States of America, or otherwise, or losses occur during inland Carriage within the United States faxes of the Southern District of New York is to have exclusive jurisdiction to hear all disputes
rereunder. In all other cases, this bill of lading shall be governed by and construed in accordance
with the law of the Hong Kong Special Administrative Region and all disputes arising hereunder
shall be determined by the courts of the Hong Kong Special Administrative Region to the
exclusion of the courts of any other country.