

BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS

"Carriage" means the whole or any part of the carriage, loading, unloading, handling any and all other and services undertaken by the Carrier in respect of the Goods.

"Carrier" means SILMAR SHIPPING LLC

"Combined Transport" means carriage of the goods under a bill of lading from place of receipt from merchant to place of delivery to merchant by the ocean carrier plus one or more inland carriers.

"Container" includes any container (including an open top container), trailer, transportable tank, flat rack or pallet, or any similar article used to consolidate goods and any equipment thereof or connected thereto.

"Freight" includes all charges payable to the Carrier in accordance with applicable Tariff and this Bill of Lading.

"Goods" means the whole or any part of the cargo or any packaging received and accepted from the shipper and carried under this Bill of Lading and includes any equipment or Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the unification of Certain Rules relating to Bills of lading signed at Brussels on 25th of August 1924.

"Holder" means any Person for the time being in possession of this Bill of Lading or to whom the rights/property/liability of the Goods has passed on/transferred or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such Person.

"Multimodal Transport" arises if the place of receipt and/or the place of delivery are indicated on the reverse hereof in the relevant boxes.

"Ocean Transport" arises if the cargo is not Multimodal Transport.

"On board" means on board any mode of transportation used or procured by the Carrier, including rail, road, water and air transport.

"Person" includes an individual, group, company or other entity.

"Port to Port" arises if the Carriage is not Combined Transport.

"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.

"Sub-contractor" includes owners, charterers and operators of vessels (other than the Carrier), stevedores, terminals and groupage operators, Underlying Carriers, road and rail transport operators, warehouse men and any independent contractors employed by the Carrier in performance of the Carriage and any direct or indirect subcontractors, servants and agents thereof whether in direct contractual privity or not.

"Underlying Carrier" includes any water, rail, motor, air or other carrier utilized by the Carrier for any part of the transportation covered by the Bill of Lading.

"Terms and Conditions" means all terms, rights, defenses,

"US COGSA" means the US Carriage of Goods by Sea Act 1936.

"Vessel" includes the vessel named herein or any substituted vessel, feeder vessel, ocean vessel, lighter or other watercraft utilized by the Carrier for carriage by sea.

"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.

"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.

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

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to Container, platforms and vehicles demurrage or detention. Copies of the relevant provisions of the applicable Tariff 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 shall prevail.

3. ACCEPTANCE OF THE BILL OF LADING

In accepting this Bill of Lading, the Merchant agrees that the receipt, custody, carriage, relay, delivery and any transshipping of the Goods are subject to the term appearing on the face and the back hereof, which shall govern the relations, whatsoever they may be, between the Merchant and the Carrier, its agents, contractors, employees, Master and vessel in every contingency occurring and whether Carrier acting as such or bailee.

4. WARRANTY

The Merchant warrants that in accepting this Bill of Lading he is, or has the authority of, the Person owning or entitled to the possession of the Goods and this Bill of Lading. 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 under it without deduction or set-off.

5. NEGOTIABILITY AND TITLE OF THE GOODS

5.1 This Bill of Lading shall be non-negotiable unless made out 'to order' in which event 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.

5.2 This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein 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.

6. SUBCONTRACTING

6.1 The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the carriage.

6.2 It is hereby expressly agreed that:

(a) No Subcontractor, agent or servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Subcontractor, agent or servant's part while acting in the course of or in connection with the Goods or the Carriage of the Goods.

(b)

(i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising out of negligence on the part of such person. The Subcontractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and

(ii) if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition and liberty contained herein (other than Article III rule 8 of the Hague Rules) and every right, exemption from liability defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce any jurisdiction provision contained herein shall also be available and shall extend to every such Subcontractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

6.3 The provisions of clause 5.2 including but not limited to the undertaking of the Merchant contained therein, shall extend to all claims or allegations of whatsoever nature against other persons chartering space on the carrying vessel.

6.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

7. CARRIER'S RESPONSIBILITY: OCEAN TRANSPORT

7.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Port of Loading to the Port of Discharge. The liability of the Carrier for loss or damage to the Goods occurring between the time of acceptance by the Carrier of Custody of the Goods at the Port of Discharge shall be determined in accordance with Articles 1-8 of the Hague Rules save as is otherwise provided in these Terms and Conditions. These Articles of the Hague Rules shall apply as a matter of contract.

7.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods, howsoever caused, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Cargo for delivery. Notwithstanding the above, to the extent any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right defense, limitation and liberty in the Hague Rules as applied by Clause 6.1 during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

7.3 Where US COGSA applies then the provisions stated in the said Act shall govern during Carriage to or from a container yard or container freight station at the Port of Loading before loading on the vessel or at the Port of Discharge before delivery to an inland carrier.

7.4 If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only to the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

8. CARRIER'S RESPONSIBILITY: MULTIMODAL TRANSPORT

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tendering the Goods for delivery at the applicable points, and the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

8.1 Where the stage of Carriage where loss or damage occurred is not known.

(a) The Carrier shall be relieved of liability for any loss or damage where such loss or damage was caused by:

- (i) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent, or Subcontractor;
 - (ii) compliance with instructions of any Person entitled to give them;
 - (iii) insufficient or defective condition of packing or marks;
 - (iv) handling loading, stowage or unloading of the Goods by the Merchant or any Person acting on his behalf;
 - (v) inherent vice of the goods;
 - (vi) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general;
 - (vii) a nuclear incident;
 - (viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
- (b) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 8.1 shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more cause or event specified in clause 8.1 (a), (iii), (iv), or (v), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partially by one or more of these causes or events.

8.2 Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 8.1 and subject to clause 10, the liability of the Carrier in respect of such loss or damage shall be determined:

- (a) if the loss or damage is known to have occurred during Carriage by sea for shipments not to or from the United States of America or waterborne Carriage not in the U.S. by the Hague Rules articles 1-8. These articles of the Hague Rules shall apply as a matter of contract; or
- (b) if the loss or damage is known to have occurred during any inland carriage not in the U.S. in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in accordance with clauses 7.1 and clause 8.2(b), whichever imposes lesser liability on the Carrier; or
- (c) if the loss or damage is known to have occurred during the Carriage by sea, for shipments to or from the United States of America or waterborne Carriage in the United States of America or Carriage to or from a container yard or container freight station at Port of Loading before loading on the carrying vessel or at the Port of Discharge before delivery to the inland carrier, by the provisions of U.S. COGSA; or
- (d) if the loss or damage is known to have occurred any inland Carriage in the U.S., in accordance with the contract of Carriage or tariffs if any inland carrier in whose custody the loss or damage occurred or U.S. COGSA whichever imposes lesser liability on the Carrier.

9. DELAY IN DELIVERY

The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and the Carrier shall in no circumstances whatsoever, and however arising be liable for direct, indirect or consequential loss or damage caused by delay. If this exemption from liability shall be invalid under mandatory local law, the liability of the Carrier shall be limited to twice the value of the Freight or, when the stage where the delay occurred is known, to twice the value of the Freight applicable to the relevant stage of transport.

10. MATTERS AFFECTING PERFORMANCE

If at any time the Carriage is or likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of any kind (other than the inability of the Goods safely or properly to be carried or carried further) and howsoever arising which cannot be avoided by the exercise of reasonable endeavors (even though the circumstances giving rise to such hindrance, risk, damage, 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 carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:

- (a) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery, if the Carrier elects to invoke the terms of this Bill of Lading, he shall be entitled to charge such additional Freight as the Carrier may determine, or;
- (b) suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension. If the Carrier elects to invoke the terms of this Bill of Lading, then, he shall be entitled to charge such additional freight as the Carrier may determine, or;
- (c) abandon the Carriage of the Goods and place the Goods at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall 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 to, and delivery and storage at, such place or port. If the Carrier elects to use an alternative route or to suspend the Carriage this shall not prejudice his right subsequently to abandon the Carriage.

11. NOTIFICATION AND DELIVERY

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

11.2 The Merchant shall take delivery of the Goods as soon as reasonably practicable and in any event within the time provided for in the Carrier's applicable Tariff. If the Merchant fails to do so the Carrier shall be entitled, without notice, to unpack the Goods if packed in Containers and/or to 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 the liability of the Carrier in respect of the Goods stored as aforesaid shall wholly cease, and the costs of such storage (if paid or payable by the Carrier or any agent or Sub-contractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

11.3 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause and/or to mitigate any loss or damage thereto shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Goods or the Carriage thereof. In the event of the Carrier agreeing to a request of the Merchant to amend the Place of Delivery stated herein, the terms and conditions of this Bill of Lading shall continue to apply, only to the extent provided by the applicable Tariff, until the Goods are delivered by the Carrier to the Merchant at the amended Place of Delivery.

11.4 If the applicable Tariff does not explicitly provide for the continued application of the terms and conditions of the Bill of Lading then the Carrier shall act as agent only of the Merchant in arranging for delivery of the Goods to the amended Place of Delivery but shall then be under no liability whatsoever for loss, damage or delay to the Goods, howsoever arising.

12. FREIGHT

12.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Merchant. The Carrier may at any time open the Goods or Container(s), and if the Merchant's particulars are incorrect, the Merchant shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the goods.

12.2 Full Freight shall be considered completely earned on receipt of the Goods by the Carrier and shall be paid and non-refundable/returnable in any event.

12.3 All sums payable to the Carrier are due on demand and shall be paid in full in the United States of America's currency or its equivalent in any other designated currency by the Carrier at his sole discretion as specified in the Carrier's tariff.

12.4 The Merchant's attention is drawn to the stipulations concerning the currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable tariff. In the event of any discrepancy between Freight (incl. charges, etc...) items in the Bill of Lading and any Carrier invoices, the latter shall prevail.

12.5 All Freight shall be paid without any set off, counter claim, deduction or stay of execution at latest before delivery of the Goods.

12.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum reasonable attorney fees and expenses incurred in collecting all sums due to the Carrier. Payment of Freight and charges to a freight forwarder, broker, or anyone other than the Carrier and shall be made at the Merchant's sole risk.

12.7 Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/detention and costs and expenses from the Merchant or any other Person, then in the absence of evidence of payment (for whatsoever reason) by such Merchant or other Person when due, the Merchant shall remain responsible for and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 12.3.

12.8 If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions applicable to any credit (Credit terms) are available from the Carrier or his authorized agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

13. LIABILITY FOR CARRIAGE BETWEEN PORT OF LOADING AND PORT OF DISCHARGE (PORT-TO-PORT)

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments. When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or, if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract. The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo and live animals.

(b) If the Carrier is held liable in respect of delay, consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this Bill of Lading, or to the limitation amount as determined in sub-clause 13 (a), whichever is the lesser.

(c) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the cargo under sub-clause 13 (a) or, if applicable, the Additional Clause.

14. OPTIONAL STOWAGE AND DECK CARGO

14.1 The Goods may be packed by the Carrier in Containers and consolidated with other Goods in Containers.

14.2 Goods, whether or not packed in Containers, may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck, shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules, Hague-Visby Rules or US COGSA and shall be carried subject to those Rules or Act whichever is applicable.

14.3 Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and neither the Hague Rules nor US COGSA shall apply.

15. LIVE ANIMALS

The Hague Rules shall not apply to the Carriage of live animals, which are carried at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, death, delay or destruction howsoever arising. Should the Master in his sole discretion consider that any live animals is likely to be injurious to any other live animal or any person or property on board, or to cause the vessel to be delayed or impeded in the prosecution of the Carriage, such live animal may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all or any extra costs incurred for any reason whatsoever in connection with the carriage of any live animal.

16. DANGEROUS GOODS

16.1 No Goods which are or may become dangerous, inflammable or damaging (including radio- active materials), or which are or may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without his express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or 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 dangerous, inflammable or damaging nature, they may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight.

16.2 The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the carriage.

16.3 Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages or expenses arising in consequence of the Carriage of such Goods.

16.4 Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.

17. PERISHABLE CARGO

17.1 Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier in case of refrigerated Container(s) packed by or on behalf of the Merchant. The Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the cargo has been prechilled before the loading into the Container.

17.2 The Merchant's attention is drawn to the fact that refrigerated Containers are not designed

(a) to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation.

(b) to monitor and control humidity levels, albeit a settling facility exists, in that humidity is influenced by many external factors and the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

17.3 If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising.

17.4 The term "apparent good order and condition" when used in this bill of lading with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the designated carrying temperature.

17.5 The Carrier shall in no event be held liable for damage to cargo due to condensation.

18. INSPECTIONS

(a) The Carrier shall be entitled, but under no obligation, to open and/or scan any package or Container 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 taking any measures in relation to the Container or the 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 to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or 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.

(b) Authorities. If by order of the authorities at any place, a Container has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or re-packing. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and re-packing from the Merchant.

19. TIME BAR, LAW AND JURISDICTION.

Disputes arising out of or in connection with this Bill of Lading shall be exclusively determined in accordance with the English law.

Any dispute, controversy, difference or claim arising out of or in direct or indirect connection with this contract, including any questions regarding its conclusion, existence, interpretation, termination or validity, shall be referred to and finally resolved by arbitration in accordance with the provisions set forth under the Dubai International Arbitration Center (DIAC) Arbitration Rules ("the Rules"), by one or more arbitrators appointed in compliance with the Rules. The seat of Arbitration shall be Dubai International Arbitration Center. The proceedings and all awards shall be conducted in English Language.

Alternatively, and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant.

Time bar - In any event, the Carrier shall be discharged from all liability if suit is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered for claims related to loss or damage during the Port-to-Port carriage, and for claims related to loss or damage during Inland Transport the shorter of nine

(9) months or any time limit provided for by any applicable international convention, national law, regulation or contract.

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods or if the loss or damage is not apparent within three (3) 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. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

20. METHODS AND ROUTES OF CARRIAGE

20.1 The Carrier may at any time and without prior notice to the Merchant:

(a) use any means of transport or storage whatsoever;

(b) transfer the goods from one conveyance to another including transshipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transshipment or forwarding of the Goods may not have been contemplated or provided for herein;

(c) unpack and remove the Goods which have been packed into a Container and forward them via Container or otherwise;

(d) sail without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and 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;

(e) load and unload the Goods at any place or port (whether or not any such port is named on the reverse hereof as the Port of Loading or Port of Discharge) and store the Goods at any such port or place;

(f) comply with any orders or recommendations given by any government or authority or any Person or body acting 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.

20.2 The liberties set out in clause 20.1 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 14.1 or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

21. SUBSTITUTION OF VESSEL

The Carrier shall be at liberty to carry the cargo or part thereof to the Port of discharge by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

22. LIABILITY FOR PRE- AND ON-CARRIAGE

When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Port of loading or on-carriage of the cargo to a place other than the Vessel's Port of discharge, the Carrier shall contract as the Merchant's Agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Port of loading and the Port of discharge even though the freight for the whole carriage has been collected by him.

23. LOADING AND DISCHARGING

(a) Loading and discharging of the cargo shall be arranged by the Carrier or his Agent.

(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging.

(c) Loading and discharging may commence without prior notice.

(d) The Merchant or his Agent shall tender the cargo when the Vessel is ready to load and as fast as the Vessel can receive including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to tender the cargo when the Vessel is ready to load or fails to load as fast as the Vessel can receive the cargo, the Carrier shall be relieved of any obligation to load such cargo, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs and expenses incurred by the Carrier.

(e) The Merchant or his Agent shall take delivery of the cargo as fast as the Vessel can discharge including, if required by the Carrier, outside ordinary working hours notwithstanding any custom of the port. If the Merchant or his Agent fails to take delivery of the cargo the Carrier's discharging of the cargo shall be deemed fulfillment of the contract of carriage. Should the cargo not be applied for within a reasonable time but in no case later than within 30 days after delivery, the Carrier may sell the same privately or by auction. If the Merchant or his Agent fails to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier.

(f) The Merchant shall accept his reasonable proportion of unidentified loose cargo.

24. CHARGES, COSTS, EXPENSES, DUTIES, TAXES AND FINES

(a) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons.

(b) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel.

(c) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through nonobservance of Customs House and/or import or export regulations.

25. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY

25.1 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated overleaf.

25.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, temperature, marks, numbers or value of the Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

25.3 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof have been checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Goods are safely and securely packed in the Container.

25.4. The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, 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 or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.

25.5 If any particulars of any letter 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 face of this Bill of Lading, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases Carrier's liability under this Bill of Lading.

25.6 All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading. Such liability shall include but not be limited to court costs, expenses and reasonable attorney's fees incurred in collecting charges and sums due to the Carrier.

25.7 The Merchant shall indemnify the Carrier against all loss, damage, fines and expenses arising or resulting from any breach of any of the warranties or from any other cause in connection with the Goods for which the Carrier is not responsible.

25.8 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 of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcotics or other illegal substances within containers packed by the Merchant or inside Goods supplied by the Merchant and shall indemnify the Carrier in respect thereof. Should the Carrier in accordance with requirements of customs, port and other authorities is obliged to arrange re-export of the Goods such carriage shall be subject to standard terms and conditions of this Bill of Lading and applicable Carrier's Tariff.

25.9 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay. 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.

25.10 If containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, to the point or place designated by the Carrier, his servants or agents, within the time prescribed.

25.11 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 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 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 not be returned within the time prescribed in the Tariff, the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return. Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant whilst in his control.

25.12 The Merchant shall indemnify the Carrier of all loss and/or damage to such Containers. Merchants are deemed to be aware of the dimensions of any Containers released to them.

25.13 The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim the Merchant double the amount of freight and reimbursement of any costs and losses caused by such incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified.

26. LIEN

The Carrier, its servants or agents shall have a lien on the goods and any document relating thereto for freight and for general average contributions to whomsoever due. The Carrier, its servants or agents shall also have a lien against the Merchant on the goods and any document relating thereto for all sums due from the Merchant to the carrier under any other contract. The Carrier may exercise its lien at any time and any place in its sole discretion, through the action of any servant, agent or Subcontractor, whether the contractual carriage is completed 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 sell any Goods liened by public auction or private treaty, without notice to the Merchant. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realized by such sale.

27. GENERAL AVERAGE AND SALVAGE

27.1 General Average shall be adjusted, stated and settled as per clause 19 above according to the York-Antwerp Rules 1994, or any modification thereof, and the English law in force, in respect of all cargo, whether carried on or under deck. General Average on a vessel not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vessel.

27.2 Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon, shall, if required, be submitted to the Carrier prior to delivery of the Goods. The Carrier shall be under no obligation to exercise any lien for general average contribution due to the Merchant.

27.3 Should the Carrier in its own discretion choose to post general average and/or salvage security due from cargo interests, the Merchant hereby assigns to the Carrier all his rights in respect of the general average and/or salvage.

27.4 If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

28. BOTH-TO-BLAME COLLISION CLAUSE.

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the cargo paid or payable by the other or non-carrying vessel or her Owner to the owner of the cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

29. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with the carriage under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority or having under the terms of the insurance on the Vessel the right to give such orders or directions or recommendations.

(b) Should it appear that the performance of the carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Port of loading or any other safe and convenient port at Master's discretion.

(c) Should it appear that epidemics; quarantine; ice; labour troubles, labour obstructions, strikes, lockouts (whether onboard or on shore); difficulties in loading or discharging would prevent the Vessel from leaving the Port of loading or reaching or entering the Port of discharge or there discharging in the usual manner and departing therefrom, all of which safely and without unreasonable delay, the Master may discharge the cargo at the Port of loading or any other safe and convenient port.

(d) The discharge, under the provisions of this Clause, of any cargo shall be deemed due fulfilment of the contract of carriage.

(e) If in connection with the exercise of any liberty under this Clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight, if any, and a reasonable compensation for any extra services rendered to the cargo.

30. DEFENCES AND LIMITS OF LIABILITY FOR THE CARRIER, SERVANTS AND AGENTS

(a) It is hereby expressly agreed that no servant or agent of the Carrier (which for the purpose of this Clause includes every independent contractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under this contract of carriage, for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition and liberty herein contained and every right, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled, shall also be available and shall extend to protect every such servant and agent of the Carrier acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any servant or agent of the Carrier and, if any claim should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(d) For the purpose of all the foregoing provisions of this Clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such persons shall to this extent be or be deemed to be parties to this Contract of carriage.

31. STOWAGE

(a) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods.

(b) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant.

32. SHIPPER-PACKED CONTAINERS, TRAILERS, TRANSPORTABLE TANKS, FLATS AND PALLET

If a Container has not been packed by or on behalf of the Carrier:

32.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.

32.2 The Carrier shall not be liable for loss of or damage to the Goods 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 or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or

(d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature.

32.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.

32.4 The Merchant shall indemnify the Carrier against any loss, damage, liability, or expense whatsoever and howsoever arising caused by one or more of the matters referred to in clause 32.2, including but not limited to damage to Container, other cargo and the Vessel.

32.5 The Merchant is notified and fully aware that Containers provided by the Carrier may not be certified by Class Society and confirms that he accepts this, and no claims shall be brought against Carrier on this basis.

Provisions of this clause also apply to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

33. RETURN OF CONTAINERS

(a) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, pallets or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

34. SANCTIONS CLAUSE

The Merchant warrants throughout the duration of this Carriage that:

(a) it is not the subject of any Sanctions or Sanction Lists or owned, in whole or in part, by any entity or person subject of same;

(b) it shall comply with all Sanctions; and

(c) the booking and carriage of the Cargo is not subject to any Sanctions.

The Carrier shall have the right to perform or suspend delivery if the Carrier becomes aware that the Merchant is or may be, in the Carrier's judgment, in breach of the above warranties (whether as a result of any action and/or omission) or that the Carriage or the Goods poses in the Carrier's judgment the potential for the imposition of Sanctions against the Carrier or the Merchant, whichever the Carrier in his absolute discretion considers most appropriate. The Carrier shall also be entitled to exercise any and all rights as per Clause 10 above.

35. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

The terms of this Bill of Lading shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. 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.