



Bill of Lading - Terms & Conditions

1. CLAUSE PARAMOUNT

This Bill of Lading and the applicable tariff of Carrier shall have effect while the goods are in the custody of the Vessel or Carrier, as agents, servants and independent contractors. When this Bill of Lading governs, it is subject to the provisions of the Carriage of Goods by Sea Act of the United States approved April 16, 1936 ("COGSA"), which are incorporated herein, and nothing herein contained shall be deemed a surrender by Carrier of any of its rights, immunities, or limitations or an increase of any of its responsibilities or liabilities under COGSA. If any term of this Bill of Lading is repugnant to COGSA to any extent such term shall be void to that extent, but no further, COGSA shall govern throughout the time the goods are in the custody of or are the responsibility of Carrier, including before the goods are loaded on and after they are discharged from the Vessel.

The terms of this Bill of Lading shall be separable, and if any part of term hereof is invalid or unenforceable, such circumstance shall not affect the validity or enforceability of any other part or term hereof.

Carrier shall be entitled to the full benefits of all rights and immunities and all limitations of, and exemptions from, liability provided in or authorized by 46 USC Sections 181 to 185 inclusive and 188. Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from, liability contained in any law of the United States or any other country or place whose laws shall be applicable. This Bill of Lading shall not be deemed to give rise to a personal contract of Carrier. Nothing in this Bill of Lading, expressed or implied, shall be deemed to waive or operate to deprive Carrier of or lessen the benefits of any such rights, immunities, limitations or exemptions.

2. DEFINITIONS

In this Bill of Lading the word "Vessel" shall include the barge named in this Bill of Lading, its towing tug or tugs, any substitute vessels, and any craft, lighter, towboat, or other vessel used in the performance of this Bill of Lading, the word "Carrier" shall include the company names as carrier on the face side of this Bill of Lading, the Vessel as defined herein and her owners, operators, and demise charterers, any substituted carrier, and also any time charterer or person to the extent bound by this Bill of Lading, whether acting as carrier or bailee, the word "Shipper" shall include the person named as such in this Bill of Lading, the shipper, the consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped, the word "goods" means the cargo accepted from Shipper and includes the containers and/or rolling equipment not supplied by or on behalf of Carrier, the word "person" shall include an individual, corporation, partnership and any other entity, the word "charges" shall include freight and all general average, salvage, special charges, expenses, amounts and money obligations whatsoever payable by or chargeable to or for account of the goods or Shipper regardless of whether sustained, incurred or paid by Carrier in the first instance, the word "package" shall include any piece, shipping unit, machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk, provided however that, in the case of goods carried in containers, vans or trailers, the word, "package" shall mean the container, van or trailer.

3. SCOPE OF VOYAGE/LIBERTIES

The scope of voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge or in a direction contrary thereto or return to the original port, or depart from the direct or customary route, and includes all canals, straits and other waters. The Vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once. The Vessel may, for matters occurring before loading the goods, known or unknown at the time of such loading, and matters occurring after such loading, either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses, drydock with or without cargo aboard, go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores in any quantity at the discretion of Carrier, remain in port, sail with or without pilots, tow and be towed, and go to the assistance of vessels in distress to save or attempt to save life or property, and all the foregoing are included in the contract voyage and shall not be considered deviations. All derelicts and salvage shall be for the sole benefit of Carrier. Carrier may substitute another vessel for the named



vessels at any time prior to or during the voyage. Carrier makes no warranties as to the time of delivery of the goods or that the goods will be delivered for any particular use or market.

4. TRANSSHIPMENT

Carrier may transship and forward all or any part of the goods whenever they are consigned to a place where the Vessel does not expect to discharge, or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at the port of shipment, or at any other place or places, whether or not within the voyage contracted for above, and may be made by any vessel or vessels or any other means of water, land or air transportation or combination of such means selected by Carrier, whether operated by Carrier or not, and regardless of actual or scheduled time of arrival or departure as compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regular bill of lading, freight note, contract or other shipping document of the oncarrier, whether issued or not, even though less favorable to Shipper in any respect whatsoever than this Bill of Lading and even though Carrier's own through bill of lading has been issued, in which case such issuance is for convenience only and does not bind Carrier after the goods have been discharged from Carrier's vessel. In all matters whatsoever connected with transshipment or forwarding. Carrier shall act solely as Shipper's forwarding agent and without any further responsibility. Shipper expressly authorizes Carrier, as such agent, to arrange with the oncarrier for the lowest valuation of the goods or limitations of liability contained in such bill of lading or other documents of the oncarrier. Pending or during transshipment. Carrier may store the goods in any place, ashore or afloat, at their own risk and expense, and in so doing shall be considered solely the agent of the Shipper, Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss or damage after the goods have been discharged from Carrier's vessel. The goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, cartage, handling charges or increase in oncarrying rates beyond those used in computing freight charges on this shipment.

Carrier or the master, in the exercise of its or his discretion, may at any time, whether or not customary and without notice, require the goods to be lightered to or from the Vessel at the risk and expense of the goods, and, in this event, Carrier or the master may make arrangements for lighterage or use of craft but, in so doing, shall be considered safely as the agent of Shipper and without any other responsibility whatsoever, Carrier shall not be responsible for the choice of condition, seaworthiness or manning of such lighter or craft nor for any loss or damage to the goods while on such lighter or craft or in the custody of the lightermen who shall be considered agents of the Shipper.

If Carrier elects to lighter the in or with lighters or crafts operated or controlled by it, Carrier shall have the benefit of all the liberties, rights, exemptions, immunities and limitations contained in this Bill of Lading with respect to such lighterage and may collect the cost thereof from Shipper.

5. ON DECK CARRIAGE

Transportation hereunder will be accomplished by the use of an unmanned barge or barges without motive power of their own, to be towed by a towing vessel or vessels on a single, double or multiple tow basis. All goods accepted hereunder may be carried without notice to Shipper either under the covered deckhouse (if any) or on deck or on the roof of the deckhouse (if any) of said barge or barges at Carrier's option, any custom or practice of the trade to the contrary notwithstanding, Goods so carried shall be subject to the provisions herein and shall participate in general average. All risk of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1 (c) thereof.

6. SPECIAL CIRCUMSTANCES

The Goods are to be shipped on the deck of a barge in tow of a tug to remote locations in Northern and Western Alaska. The goods may be placed on lighterage craft for on carriage to the port or place of discharge. Discharge may occur at remote beach locations and transportation of the Goods may be delayed by ice and other weather conditions unique to the areas. Therefore, in any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of Carrier or the master is likely to give rise to risk of detention, damage delay (howsoever long or short) or disadvantage to or loss of the Vessel or any part of its cargo, or to make it unsafe, imprudent, unlawful or impossible for any reason to commence or proceed on or continue the voyage, or to enter or discharge or continue to discharge the Goods at the port of discharge or to give rise to any delay (howsoever long or short) or difficulty in arriving, discharging or continuing to discharge, or leaving the port or place of discharge, Carrier or the master may before loading or before the commencement of the voyage, require



Shipper to take delivery of the Goods at the port of shipment and upon failure to do so may discharge and warehouse the goods at Shipper's risk and expense, or Carrier or the master, whether or not proceeding toward or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the goods, may discharge the goods and/or unpack the containers at the port of shipment or at any other port in depot, lighter, craft or other place or may discharge and forward them by any means (rail, water, land or air) at the risk and expense of Shipper to any port or place whatsoever at Carrier's or the master's sole discretion and Carrier or the master in making arrangements for any such forwarding shall be the forwarding agent of Shipper, or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at Carrier's or master's sole discretion and discharge the goods or any part thereof at any such port or Carrier may retain same on board until the return trip or until such time as Carrier or the master thinks advisable and discharge them at any place whatsoever as herein provided.

Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and Carrier shall be freed from any further responsibility. When the goods are discharged from the Vessel as provided in this clause they shall be at the risk and expense of Shipper, and all charges incurred shall be payable by Shipper. When the place of delivery is named herein and the goods are oncarried by Carrier from the port at which they are discharged from the Vessel as provided in this clause to such place of delivery Shipper shall pay all additional charges and transport costs in connection therewith.

7. GOVERNMENTAL OR OTHER ORDERS

Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment or movements, or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival routes, zones, ports of call, stoppages, discharge destination, delivery or in any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority, including any defacto government or local authority, or by any person or body acting or purporting to act as or with the authority of any such government or authority, or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such directions or recommendations. If by reason of or in compliance with any such directions or recommendations anything, is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In complying therewith, Carrier shall have, but shall not be limited to, the liberties as to disposition of the goods contained in Clause 6 hereof. Carrier and the Vessel may carry goods declared by any belligerent to be contraband, persons belonging to, or intending to join, the armed forces or government services of any belligerent explosives, munitions, war-like stores or hazardous cargo, and may sail armed or unarmed, with or without convoy, in addition to all other liberties herein, Carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the goods at any place whatsoever, surrender as dispose of the goods in accordance with any direction, condition or agreement imposed upon or exacted from Carrier by any government or department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods, and the goods shall be solely at their risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be a lien on the goods.

8. DESCRIPTION OF GOODS.

Any reference on the face hereof to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value and any other particulars of the goods is as furnished by Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the vessel against all losses, damage expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

9. COOPERAGE, FINES

Shipper shall be liable for all expenses for mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose contents of packages, also for any payment, expense, fine, dues, duty, tax import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of Shipper to procure consular or any other certificates to accompany the goods or to comply with laws of regulations of any kind



imposed with respect to the goods by the authorities at any port or place or any act or omission of Shipper, Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

10. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears to Carrier or the master at any time that the goods or any part thereof cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the container or the goods or any part thereof, Carrier or the master may, without notice to Shipper take any measure(s) and/or incur any reasonable additional expense to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading, Shipper shall indemnify Carrier against any reasonable additional expenses so incurred.

11. DANGEROUS GOODS, CONTRABAND

(1) Carrier undertakes to carry goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon Carrier's acceptance of a prior written application by Shipper for the carriage of such goods. Such application must accurately state the nature, name, label and classification of the goods as well as the method of rendering them innocuous with the full names and addresses of the shipper and consignee.

(2) Shipper shall undertake that the nature of the goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by Carrier.

(3) Whenever the goods are discovered to have been received by Carrier without complying with paragraph (1) or (2) above or the goods are found to be contraband or prohibited by any laws or regulations at the port of loading, discharge or call or any place or waters during the transport, Carrier shall be entitled to have such goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such goods.

(4) Carrier may exercise or enjoy the right or benefit conferred upon Carrier under the preceding paragraph whenever it is apprehended that the goods received in compliance with paragraphs (1) and (2) above become dangerous to Carrier, Vessel, cargo, persons and/or other property.

(5) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of shipper.

12. FREIGHT AND OTHER CHARGES

(a) Freight has been calculated on the basis of the particulars furnished by the Shipper. Carrier may at any time open any Container or other Package or Unit in order to re-weigh, re-measure, re-classify or re-value the contents, and if the particulars furnished by or on behalf of Shipper are incorrect, it is agreed that Shipper shall pay the following additional sums: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details. (b) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage broken up, frustrated or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods. (c) The payment of freight and/or charges shall be made in full and in cash without any offset, counterclaim, or deduction. (d) Goods once received by Carrier cannot be taken away or disposed of by Shipper except upon Carrier's consent and after payment of full freight and compensation for any loss sustained by Carrier through such taking away or disposal. (e) If the Goods are not available when the Vessel is ready to load Carrier is relieved of any obligation to load such Goods and the Vessel may leave port without further notice. (f) If for any reason whatsoever the consignee refuses or fails to take delivery of the Goods. Carrier shall regardless of any free time prescribed by tariff or local regulations have the right without notice to store the Goods at the risk and expense of Shipper. (g) Shipper shall be liable for and indemnify Carrier against: (1) all dues, duties, taxes and other charges levied on the Goods, and (2) all fines, damages and losses sustained by Carrier in connection with the Goods, howsoever caused, including Shipper's failure to comply with the laws and regulations of any public authority in connection with the Goods, or failure to procure Board of Health, or other certificates to accompany the Goods. (h)



If Carrier is of the opinion that Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, Carrier at its discretion may, by itself or through Sub-contractors, and as agent for the Shipper, carry out such work at the risk and expense of Shipper. (i) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading. Any freight or other charges due but unpaid shall bear interest at the rate of 1% per month from the date due until paid in full. If Carrier or its agents are required to undertake any actions to collect freight and other charges due, the shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable for all costs of collection including actual attorney's fees whether suit is instituted or not.

13. BOTH TO BLAME CLAUSE

If the Vessel comes into collision with another vessel as a result of negligence of the other vessel and any negligent or other fault on the part of Carrier or its servants or subcontractors, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Shipper paid or payable by the other or non-carrying vessel or her owners to Shipper and set-off or recouped or recovered by the other or non-carrying vessel or her owners as part or their claim against the carrying Vessel or Carrier.

The foregoing provisions shall also apply where the owners, operators, or those in charge of any vessel or any objects other than or in addition to the colliding vessels or objects are at fault in respect of a collision or conduct.

14. GENERAL AVERAGE/NEW JASON CLAUSE

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, excluding Rule 22, at such port or place in the United States as may be selected by Carrier, and as to matters not provided for by the Rules according to the laws and usages of the port of San Francisco. Notwithstanding Rule 10(b) of said York-Antwerp Rules, however, it is expressly agreed that the cost of handling, discharging and restowing cargo shall be admitted as general average when reasonably necessary for the safe prosecution of the voyage as well as under the circumstances set forth in said Rule.

In such adjustment, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such additional security, as may be required by Carrier, must be furnished before delivery of goods. Such cash deposit as Carrier or its agent may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereof, shall, if required, be made by the goods and shipper to Carrier. Such deposit shall, at the option of Carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the general average and refunds or credit balances, if any shall be paid in United States money.

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

15. STRIKE CLAUSE

If an actual or threatened labor disturbance of any kind including strikes, stoppages and restraints of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from the loading port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew. Carrier shall have the option at any time to wait at or off the loading berth until the master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the goods pursuant to this Bill of Lading, to depart the loading berth with whatever goods have been loaded aboard the Vessel, or with Shipper's consent to load the goods at Shipper's expense at an alternative port. If an actual or threatened labor disturbance of any kind including strikes, lockouts, stoppages and restraints of labor from any cause whatsoever, will in the opinion of the master or Carrier prevent or delay the Vessel in reaching



the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew. Carrier shall have the option at any time to wait at or off the unloading berth until termination of said disturbance or to discharge the goods or a portion thereof at an alternative port, the next scheduled port of call or the loading port which discharge shall constitute complete delivery under this Bill of Lading.

16. ICE CLAUSE

If ice or the threat thereof will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the loading berth, prevent or delay loading at cargo, prevent or delay departure of the Vessel from the loading port, or result in damage to the Vessel or her cargo or in injury to the Vessel's crew. Carrier shall have the option at any time to wait at or off the loading port until the master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the goods pursuant to the Bill of Lading, to depart the loading port with whatever goods have been loaded aboard the Vessel, or with Skipper's consent to load the goods at Shipper's expense at an alternative port. If ice or the threat thereof will in the opinion of the master or Carrier prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of the Vessel from the unloading port, or result in damage in the Vessel or her cargo or in injury to the Vessel's crew. Carrier shall have the option at any time to wait at or off the unloading berth until termination of said ice condition or to discharge the goods or a portion thereof at an alternative port. The next scheduled port of call, or the port of loading which discharge shall constitute complete delivery under this Bill of Lading.

17. NUCLEAR CLAUSE

Notwithstanding any provision whether written or printed contained in the Bill of Lading, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from the cargo permitted to be loaded or carried under this Bill of Lading. This exclusion does not apply to radio isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes, provided Carrier's prior approval has been obtained to the loading thereof.

18. EXCEPTIONS CLAUSE

Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder arising or resulting from the happening and/or threat and/or aftereffects of one or more of the following: act of God; act of war; force majeure; quarantine restrictions; embargo; acts of public enemies; pirates or assailing thieves; arrest or restraint of princes; rulers or people; seizure under legal process; act or omission of Shipper; his agent or representative; strikes or lockouts or stoppage or restraint of labor from whatever cause, partial or general; riots or civil commotions; act, neglect or default of the master, pilots, mariners or other servants of Carrier in the navigation or management of the Vessel; barratry; ice, fire unless caused by the actual fault or privity of the Carrier, explosion, collision, stranding, perils, dangers and accidents of the sea or other navigable waters; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods; insufficiency of packing; insufficiency or inadequacy at marks; bursting of boilers, breakage of shafts or any latent defect in hull, equipment, machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence on the part of Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied; saving or attempting to save life or property at sea or any deviation in rendering such service; loss of or material damage to the Vessel; any other similar or dissimilar cause beyond the control of Carrier.

19. INSURANCE

The freight for transportation of certain types of cargo includes marine insurance purchased by Carrier for the benefit of Shipper. The types of cargo for which marine insurance is provided and the terms of the marine insurance are described in Carrier's tariff applicable to transportation of the goods.

20. VALUATION

Carrier shall not be liable in any event for any loss, damage, misdelivery or delay with respect to the goods in an amount exceeding \$500.00 lawful money of the United States per package, or, in the case of goods not shipped in packages, per customary freight unit, unless the nature of the goods and a valuation thereof higher than \$500.00 is declared in writing by Shipper on delivery of the goods to Carrier and inserted in the Bill of Lading and extra freight is paid thereon as required by the applicable tariff to obtain the benefit of such higher valuation, in which event Shipper agrees that the value of the goods shall not exceed such declared value, and any partial loss or damage shall be adjusted pro rate on the basis thereof. It is understood that the word "package" includes any piece, shipping unit,



machine or article of any description, whether or not enclosed or boxed in whole or in part, except goods shipped in bulk. In the case goods carried in containers, vans or trailers, the word "package" shall mean the container, van or trailer, Carrier shall in no event be responsible for indirect or consequential upon loss of use, whether resulting from negligence, breach of this contract or otherwise by Carrier, and even if the possibility of such damages was foreseeable by Carrier, or Shipper had advised Carrier of the possibility of such damages, Carrier shall have the option of replacing any lost goods and replacing or reconditioning any damaged goods. No oral declaration or agreement shall be evidence of a value different from that provided herein.

21. NOTICE OF LOSS OR DAMAGE - TIME FOR SUIT

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Carrier or his agents before or at time of delivery of the container(s) or the goods to Shipper, such delivery shall be prima facie evidence of the receipt by Shipper of the container or the goods as described in the Bill of Lading. If the loss or damage is not apparent the notice must be given within 3 days of the delivery. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods of the date the goods should have been delivered. Suit shall not be deemed brought against Carrier or Vessel unless jurisdiction shall have been obtained over Carrier or Vessel, or both, by service of process on Carrier or a written agreement by Carrier to appear.

22. LUMBER, TIMBER, PLYWOOD, ETC

Neither Carrier nor the Vessel shall be responsible for stains, discoloration, checks, holes, chafage, breakage or splitting of lumber, timber, plywood or wood products, whether or not unprotected or partly covered.

23. NO VALUABLES

Shipper agrees not to ship bank bills, coin or currency, deeds, drafts, notes or valuable papers of any kind; jewelry, other than costume or novelty jewelry, postage stamps or letters and packets of letters with or without postage stamps affixed; United States Post Office Department mail of any class; precious metals or articles manufactured therefrom; precious stones; revenue stamps; antiques, or other related or unrelated old, rare, or precious articles of extraordinary value.

24. FIRE

Carrier shall not be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

25. LIEN

Carrier shall have a lien on the Goods, and all other goods or cargo shipped by Shipper, and any documents relating thereto, which shall survive delivery, for all unpaid ocean and inland freight, expenses Charges and damages of any kind whatsoever, and other amounts, including attorneys' fees and costs due from Shipper and for the costs of recovering same, including attorney's fees and expenses incurred in preserving the lien. This lien is specifically extended to any goods or cargo shipped at any time by the Shipper and not simply the Goods being shipped under the Bill of Lading.

26. SUB-CONTRACTING: DEFENSES AND LIMITS FOR INSURERS, INDEPENDENT CONTRACTORS, SERVANTS, ETC

Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, lightering, handling and any duties whatsoever undertaken by Carrier in relation to the Goods. Shipper shall not make any claim or allegation against any other carrier but Bowhead Transport Company LLC, nor against any servant, agent, stevedore, lightering company, or sub-contractor of Carrier which imposes or attempts to impose upon any of them or any conveyance owned or chartered by any of them any liability whatsoever in connection with the Goods, and, if any such claim or allegation should nevertheless be made to indemnify Carrier against all consequences thereof. Without prejudice to the foregoing, if an action for loss, damage or delay to the goods is brought by Shipper against any other company or entity other than Bowhead Transport Company LLC, or any insurer, charterer, servant, agent, independent contractors, or subcontractor, including stevedores, warehousemen, lightering, companies and terminal operators, such person shall be entitled to avail himself of the defenses and limits of liability, including package limitation as set forth in paragraph 20, which Carrier is entitled to invoke under this Bill of Lading or COGSA. In contracting for the foregoing exemptions,



limitations and exonerations from liability, Carrier is acting on behalf of all Persons described herein, all of whom shall be deemed a party to the Contract evidenced by this Bill of Lading. The aggregate of the amounts recoverable from Carrier and all other such persons shall in no case exceed the limits of liability of Carrier set forth in this document.

27. HEADINGS FOR CONVENIENCE

The headings of the above clauses are for the convenience at references only and shall not affect the interpretation of terms of this Bill of Lading.

28. FURTHER AGREEMENTS

All prior agreements or freight engagements for the shipment of the goods are superseded by this Bill of Lading. If required by Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods.

It is specifically agreed that during any rail or motor vehicle carriage prior to or subsequent to the time the water carrier has custody of the goods or containers such carriage shall be governed by and subject to the terms and conditions of rail or motor vehicle carrier's Bill of Lading.

It is also agreed that the carriage of the goods hereunder is subject to all the terms and provisions of the tariffs on file with the Federal Maritime Commission, the Interstate Commerce Commission or other regulatory body which govern the particular portions of carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.