

TOC Logistics International, LLC Terms & Conditions

This document is intended to allow customers to review, understand, and accept TOC Logistics' terms and conditions.

TOC's liability limits:

Unless a higher value is declared on the bill of lading and the applicable "declared value charges" for such additional valuation are paid to TOC by SHIPPER, in no event shall TOC's liability for damage to or loss or destruction of any shipment transported exceed:

- \$500 per package* ocean freight (or minimum allowed by applicable Hague Rules if COGSA does not apply)
- \$20 per kilogram international air freight by Warsaw Convention (or if by Warsaw Convention amended by Montreal Protocol 19 SDR's per kilogram)
- \$0.50 per pound domestic air freight
- \$0.50 per pound or \$100,000 per truckload/container, whichever is less ground transportation (US/Canada)
- If damage or loss occurs prior to issuance (or after termination) of international airway bill or ocean bill of lading, origin/destination country standard liability limit laws will apply (with exception of US/Canada ground transportation)

However, even if a higher valuation is declared by SHIPPER, TOC will be responsible for payment only of the actual value of such piece(s) which are lost, damaged or destroyed, or that valuation, whichever is the least amount. Commodities may be deemed to have a lesser value, in which case the value as stated in the governing tariffs published by or for TOC or in an Agreement executed by TOC will apply.

*Package is governed by the legal count received by TOC on a house bill of lading. Total loose cartons may be considered total packages; Skid/Pallet lots, shipper assembled, are considered one package each regardless of carton count upon the skid/pallet. A FCL is considered one package.

Additional insurance may be purchased directly from TOC on a "per shipment" basis, with advance notice, or blanket coverage may be purchased from TOC. Insurance must be purchased for full value of a shipment (up to CIF +10%); and deductibles only may NOT be insured.

Customs Brokerage liability – Where a claim arises from activities relating to "Customs business," the Company's liability shall be limited to \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less.

Claim Filing Timelines:

- Ocean freight claims for visible damage or loss must be reported immediately upon delivery and notated on delivery paperwork. Claims for concealed loss or damage must be reported to TOC, in writing, within 3 days of the date of delivery of the shipment.
- Air freight claims must be made immediately after discovery of damage and no later than 14 days after receipt of cargo, 21 days for delay from date cargo was placed at the disposal of the person entitled to delivery, and 120 days for non-delivery from date of issue of air waybill (or date of receipt if no air waybill was issued). Receipt by person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and accordance with the contract of carriage.
- Ground Transportation shipment claims must be filed in writing with TOC within 9 months after delivery of the goods, or, in case of failure to make delivery, then within 9 months after a reasonable time for delivery has elapsed.
- Customs Brokerage related claims must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim.

Lawsuit on claims must be filed within:

- Ocean freight one year after delivery of the Goods or the date when the Goods should have been delivered.
- Air freight two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- Ground Transportation two years and one day from the date of notice in writing given by TOC to the claimant that TOC has disallowed the claim, either in whole or in part.
- Customs Brokerage must be filed and properly served on Company within seventy five (75) days from the date of liquidation of the entry(s) for claims arising out of the preparation and/or submission of an import entry(s).

Claims Notes:

- No claim for loss of or damage to a shipment will be entertained until all charges relating to that shipment have been paid.
- Claims against TOC shall be handled as provided in 49 CFR Part 1005 | Carriage of Goods by Sea Act or applicable Hague Rules | Montreal Convention / Warsaw Convention and the regulations promulgated with respect thereto.
- All shipments as to which a claim may be made must be retained in the original shipping container for a period of 5 business days after TOC has received notice of the damage or concealed loss, in order that TOC or its agent may inspect that shipment.
- TOC and its agents shall have the privilege to inspect the shipment in case of a concealed loss or damage claim.
- TOC shall not be liable for delay, loss or damage of any kind, regardless of the cause of such delay, loss or damage, to any shipment or part of a shipment when that delay, loss or damage is caused by Force Majeure (which includes but is not limited to – riot, war, labor dispute, act of God, governmental order or regulation, or other circumstances beyond the reasonable control of carrier).
- TOC shall not be held responsible for consequential damages (including but not limited to downtime and expedites), loss of revenue, shortages without evidence of tampering or breakage, or sorting / inspection costs.
- TOC will acknowledge claim within 30 days and bring resolution to the claim within 120 days of receipt.

Please initial each of the line items below to confirm receipt and understanding of the attachments listed below:

TOC Logistics Terms & Conditions Summary (page 1)	
Appendix A – Ocean Freight Terms & Conditions (page 3)	
Appendix B – International Air Freight Terms & Conditions (page 4)	
Appendix C – Domestic Trucking Terms & Conditions (page 5)	
Appendix D – Brokerage Terms & Conditions (Page 6)	

I have read and accept TOC's terms and conditions (including this summary page and attached mode specific terms and conditions appendices).

Signature	
Printed Name	
Title	
Company Legal Name	
Address	
Date	

Combined Transport Bill of Lading

(Definitions) When used in this Bill of Lading (A) "Ocean Carrier" means the company stated on the front of the bill of lading, which performs the sea carriage of Goods, and the vessel, her owner, and demise charterer, whether any of the preceding parties is acting as ocean carrier, non-vessel operating common carrier, or billes.
 (B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in

whencer any of the precenting patters is acting as occan carrier, by land, water or air, participating in (b) "Inhand Carrier" means carrier (other than the Occan Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailete. (L) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more luland Carriers. (D) "Porti-e-Dvir Transportation" means carriage of the Goods under this Bill of Lading and, the dudle or diffi Bill of Lading, (F) "Goods" mean the cargo described on the face of this Bill of Lading and, the cargo is packed into container(s) supplied or finnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the supplied or finnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the supplied or finnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the supplied or finnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the supplied or finnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the supplied or finnished by or on behalf of the Merchant, include the container(s) as y containers (funding an open to container) flat action, clariform, rating-transportable tatak, Billet or any often device used for transport that is substituted in whole or in similar words endored on this Bill of Lading rating of the theory of the originating carrier is an ladal Carrier. "On Board" means that the Goods have been its haded on board the Vessel or are in the custody of the Occan Carrier, and in the vessel to the board rating cort of the means of lata carrier or out in the substop of a participating rational or other Inland Carrier or the means of an approxin, finc, coreportion or onder leqal entity which performs sea

 (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading 2. (Chase Paramount) (A) insolar as this Bitl of Lading covers carrage of Goods by water, this Bitl of Lading shall have effect subject to the provisions of the "Hage Relas", analytic the International Coversitions for the "User Relas", and the International Coversitions for the "User Relas", and the International Coversitions for the "Hage Relas" and the Post Relas (Paramothy Post, Schwart St. 1994, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1996, known as the Vol39 Rules), as mended in the country of shipment. When no such enactement is in force in the country of shipment or is otherwise computionity applicable, the Hague Rules as neareded in the country of destination, or is otherwise compulsority applicable, the terms of the Hague Rules as canceld by the Covernion shall apply. When no such enactment is in force in the country of shipment or in the contrary of shipment or is otherwise compulsority applicable, the terms of the Hague Rules as canceld by the Covernion shall apply. Bit (His Bit) of Lading covers Goods maving to or from ports of the United States in forcing trade, then carting ed a top deviation of the country of the Coversion shall apply. Bit (His Bit) of Lading covers Goods maving to or from ports of the United States in forcing trade, then carting ed a top deviation of the Coversion shall apply. States are coversion shall apply when the coversion shall apply when the coversion shall apply. Bit (His Bit) for the Coversion shall apply when the coversion shall apply when the coversion shall apply. Bit (His Bit) for the Coversion shall apply when the coversion shall apply. Bit (His Bit) for the Coversion shall apply when the coversion shall apply. Bit (His Bit) for the Coversion shall apply when the coversion shall apply when the coversion shall apply. Bit (His Bit) for the Coversion shall apply when the coversion shall apply when the coversion shall apply. Bit (His Bit) for the Coversion shall apply when the coversion shall apply when the coversion shall of Lading covers Goods moving to or from ports of the United States in forcing trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936. A (61 LSC, P1300-1315 as amended (hereinafter 'U.S. COGSA'), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Ocean Carrier and any other water carrier and as otherwise provided in this Bill of Lading. 3. (Law and Jurisdiction) Mhenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Ocean Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws,

4. (Limitation of Labuity Statutes) Noting in this Bill of Lading shall operate to inmit or deprive the Ucean Carrier of any statutory protection, ecomption from, or limitation of lability subtorized by the applicable laws, statutes, or regulations of any country.
5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier in the dool or part of the handling, storage, or carrier of the Goods and any and all duties whatsoever undertaken by the Ocean Carrier in reliation to the Goods (B) Merchant avariant shat no claim shall be made against any Subcontractor (as defined in Article 1 (D), or Subcontractor, of Ocean Carrier in reliation to the Goods (B) Merchant avariant shat and Carries where otherwise approxing, that impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and if any such claims. (C) Without prejudice to the foregoing, every Subcontractor (and Subcontractor's Subcontractor's subcontractor's subcontractor's subcontractor's ball have the benefit of all provisions in this Bill of Lading for the benefit of the Ocean Carrier aris two phrovisions, were expressly for the Subcontractor's bubcontractors.
6. (Route to Transport) (A) The Goods may, at the Ocean Carrier as its who provisions, were expressly for the Subcontractor's bubcontractors.
16. Under to Transport) (A) The Goods may, at the Ocean Carrier as the extent of those provisions, this shall have likely to claim alor stark are to rais and and either before or alter, cavored and any entry or any other entry of the Goods on any port or place whether scheduled or rest, (C) The Vessel shall have likely to claim alor stark are inder or advertised or site or out off the direct, advertised, or alter proceeding toward the port of discharge to adjust to compasses and other mavigational instruments, make rial trips or rests, dy dock, go to reating to save there with or without the Goods on bandwice or input and shall have likely to deal and there the Vessel named in this Bill of Lading, whether or not the substitute ship is owned or operated by Ocean Carrier or arrivs or departs, or is schedule to arriv or depart. before or after the Vessel named by this Bill of Lading, (F) Any action taken by the Ocean Carrier under this Article 6 shall be deemed to be included within the contractual carriage and aschedule, or general general probability of the Vessel named by this Bill of Lading, (F) Any action taken by the Ocean Carrier to be considered a deviation. Should the Ocean Carrier be held liable in respect of such action, the Ocean Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading. 7. (Responsibility) (A) Intoriar as this Bill of Lading, used for Porto-Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before leading or after discharge "Loading" shall be deemed to commence with the hooking on the vessel's tacking, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's neurometer take complexity of the doemed to be Complexity theory the Goods has the Todo Arabic Starker (Complexity) and the Cardo Arabic Starker (Complexity) and the Goods has hadds of the Goods has the Goods has hadds has the Goods has hadds hadds

vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in hulk liquid) in the vessel's permanent pipe connections. Discharge: "allul be deemed to be completed when the Goods have been unbocked from the vessel's tackle or removed from the vessel's deck or passed beyond the vessel's permanent pipe connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Ocean Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, Including loss or damage or dedy was caused. (C) If it is sensibled by the Merchant that the Ocean Carrier is responsible for loss of or damage to to the cortex or loss of admage to the to the serie risk for link Bill of lading to the to the exter following hum to firther (1) With responsibility, subject to the provisions of this Bill of lading administent to the cortex of Islanding hum to firsh Bill of the Goods hum the Boods. loss or damage or delay was caused. (C) If it is established by the Merchant that the Ocean Carrier is responsible for loss of or damage to or in connection with the Goods, such responsible, subject to the provision or dith sill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the ine when the Goods arrived at the sast terminal at the port of loading to the time when the Jelo waterways, to the extent prescribed by the applicable Hayne Rules as provided in Article 2. (2) Save as indicated (C) (i) above, with respect to loss or damage caused during the handling, storage or carriage of the Goods by Ocean Carrier's Subsontrator, to the extent to which such subsolutrator would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Ocean Carrier's not authorized under any applicable lws, rules or regulations to undertake such handling, storage, or carriage under its own responsibility. the Ocean Carrier's She (She She) for procuring such chandling, storage or carriage. Estable, such responsibility shall be givened in a tribule of the Merchant is harope, or where otherwise applicable, such responsibility shall be givened in a tribule of the Merchant by the International Carriergi of Goods by Road, dated 19 May, 1956 (CMR); (c) fit by rail, by the International Carriergi of Goods by Road, datel 91 Sept (She (CMR); c) fit by aris, by the International Carriergi of Goods by Road, datel 91 Sept (She (CMR); c) fit by aris, by the International Carriergi of Goods by Road, datel 91 Sept (She (CMR); c) fit by aris, by the International Carriergi of Goods by Road, datel 91 Sept (She (CMR); c) fit by aris, by the International Carriergi of Goods by Road, datel 91 Sept (She (CMR); c) fit by aris, the such such responsibility shall be to the extent, but of further, thun the Indhand Carrier would have been liable to the Merchant if he

to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if the blue mode a direct and separate contrax with the Merchant in respect of handling, storage or carriage of the Goods, as applicable. (e) Notwithstanding foregoing Article 7 (A) or 7 (B), the Gooma Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Ocean Carrier shall not be responsible for any direct or influence loss or damage that is caused through delay. (1) If this Bill of Lading is solely for the purpose of the Merchanit's reference, and the Ocean Carrier's responsibility for the Goods shall in any case cases at the time of discharge of the Goods at the port of discharge. 8. (Liberties) (A) In any situation whatosever whether on on texising or anticipated before commencement of or during the transport, which in the judgement of the Ocean Carrier (including for the purpose of this Merchanit's to danger, nigury, loss, delay, or disadvantage of whatosever nature to the Vessel, the Ocean Carrier v, subide, unlawful, or against the interest of the Ocean Carrier (including for the purpose of this Merchanit's discharge the Goods or any property. Chars Caredered or is likely to render it in any way manget, impericable, unlawful, or against the interest of the Ocean Carrier (including for the purpose) where one discharge of the Goods at the port of discharge or to discharge to the Goods at the port of discharge or ot deliver the Goods at ant port of discharge or the Goods and any port or bot ordiscard or the Ocean Carrier (in the Good carrier morter) in the manner originally intended by the Ocean Carrier the Goods and the Casen Carrier means of transport at the place of receive or port of loading, studie was at the Cean Carrier was and was at it and the carde of the Merchant andor (2) before the Goods and upon hin failure to warehouse of piace them it any piace secreted by the Ocean Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place swaring transsiburent, shall be entitied to terminate the transport there and to store them at any place selected by the Ocean Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a volter means of transport whecher on an approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Ocean Carrier or to carry them back to the port of loading or place of receipt and there discharge them . Any actions under (3) or (4) above shall constitute complete and find delivery and full performance of this contract, and the Ocean Carrier therafter shall be free from any responsibility for carriage of the Goods. (B) If, aft strategic, discharge, or any actions according to subpart (A) above the Ocean Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability watosever in respect of such agency. The Merchant shall reimburse the Ocean Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart (A), including delay verspense to the Vessel, and the Ocean Carrier for thwith upon demand for all extra freight charges and expenses incurred for any a line upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilitics, rist, civil commotions, or other distarbances

(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, mose caused by une existence or apprehension of war declared or undeclared, hostilitics, risk, evil commotions, or other disturbance closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Ocean Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or discass, bad watente, shallow water, ice, landship, or other obstacles in navigation or carriage (D) The Ocean Carrier, in addition to all other liberties

rovided for in this Article, shall have liberty to comply with orders, directions, regulations or sug provided on in time setucies, stant have interly to comply with outers, unections, regulations or suggestions a avaigation or the carriage or handling of the Goods or the Vessel however given, by any actual or purpor government or public authority, or by any committee or person having under the terms of any insurance on Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in complia or purported trance on the

Vessel, the right to give such order, direction, regulation, or suggestion. If By reason of and/or in compliance with any such order, direction, regulation, or suggestion. If By reason of and/or in compliance demed to be included within the contractual carriage and shall not be a deviation. 9. (Description and Particulars of Coods) Any reference on the face of this Bill of Lading to marks, numbers, description, quality, quality, quality, eagles, weight, measure, nuture, kind, value, and any other particulars of the Goods, is as familished by the Metchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Metchant warrants to the Ocean Carrier that the description and particulars furnished by him are correct, and the Metchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particulars.

10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the

10. (Use of Container) When the Goods are not already packed unit a container at the time of receipt by the Occan Carrier hole Occan Carrier hole art liberty to pack and carry the Goods in any type of container.
11. (Occan Carrier Neural Carrier Neural States) and the second of the Merchant assumes full responsibility for and shall indennify the Occan Carrier statistics and other equipation training the Merchant assumes full responsibility for and shall indennify the Goran Carrier statistics and other equipations of the Merchant, this agents, or common carriers engaged by or on behalf of the Merchant (B) The Occan Carrier shall in no event be liable for, and the Merchant shall indennify and hold the Occan Carrier Inarmless from, any death of reinpires to persons, or loss of or dimange to property, caused by the Occan Carrier shall no neural behalf of the Merchant, this agents, or common carriers regaged by or on behalf of the Merchant, because on excent of the Merchant, the spectra of the Merchant, the spe

shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or duringe to property, caused by the Ocean Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common carriers negaged by or on behalf of the Merchant. **12. (Container Packed by Merchant)** If the cargo received by the Ocean or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) this Bill of Lading is prima facie evidence of the receipt only of the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of for handling and acrinage in accordince with the terms of this Bill of Lading, including Article 15. In the event of the Archant shall include the Merchant warrants (1) that the stowage of the containers and the closing and sealing of the containers are safe and proper, and (2) that the container sand their contents are suitable for analfing and carriage in accordince with the terms of this Bill of Lading, including Article 15. In the event of the Archant shall indexident with the terms of this Bill of Lading, including Article 15. In the event of the Archants shall indexident and the containers from, any resulting loss of Anange to persons or property (including the Goods) (C). The Merchant and not the Ocean Carrier shall be transport. (D) If the descende to be fail and complete performance of the Chara Sprate Carrier bforms the transport. (D) If the descende to be fail and complete performance of the Chara Sprate Carrier bforms the transport. (B) If the descende to be fail and complete performance of the Chara Sprate Merchant, (E) The Chara and failed Carrier shall have height to open the container and to inspecie in contents without socies to the Merchant, such the shores by the Merchant. (F) If any seal of the container is broken by customs or other authorities for sprate packed by or on behalf of the Merchant, while the Chara Carrier will transport container ony special c

is in a reingerated container packed by or on behalf of the Merchanit, it is the obligation of the Merchanit to skow the contents properly and set the thermostatic corrors exactly. The Ocean Carrier shall no be liable for any loss of or damage to the Goods arising out of or resulting from the Merchanit's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temportune inside the containst. 14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an explosive,

14. (Dagerous Goods, Contrahand) (A) the Ocean Carner undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Ocean Carrie's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the mane, nature and classification of the Goods, as rel al so bott exp are dangerous and the method or endering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and adaper of such Goods is distinctly hand permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods being angliculable state or regulation of by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Infland Carrier Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier without complying with subjust (A) (B) or (C) above, or the Goods are found to be contrabuted or prohibited by any law or regulation of any place during the transport, the Ocean Carrier shall be entitled to have such Goods rendered innecoust, threw on verband, discharged, or otherwise disposed of at the Ocean Carrier's discrimed midmage or liability, including laws of freight, and any other expenses directly or indirectly arising out of custophy or carriage of such Goods. (E) The Ocean Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprechended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Ocean or lanked Carrier. (F) The Ocean Carrier has the right to inspect the contension of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

Merchant and at the risk and expense of the Merchant. 15. (Stowage Under and on Deek) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Ocean Carrier shall not be required to specially note mark, or stamp any statement of 'no deck stowage' on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelf edck, passenger space, or any other coveredi-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may. If Goods customerily or reasonably carried on deck may and there and customerily or the risks. the carried on teck without nutrier notice to spectrum and without nationty to the Octan Carrier to in the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perlis inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Ocean Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading

Werhol of the range tentes (uncuming U.S. Ecocor, nonvinsioning, econe new parameters, and the Bill of Lafts Bill of Lafts and Patters) With respect to the conclusion and patters and plants, and in all return respects the Oscenaria in theorem in or incident to such carning shall be borne by the Merchant, and in all return respects the Oscenaria in the benefit of the provisions of the applicable version of the Hange Rules. (Including U.S. COGSA, notworkshafting Section 1301(c)) thereofo and the terms of this Bill of Lading. (Including U.S. COGSA, notworkshafting Section 1301(c)) thereofo and the terms of this Bill of Lading. (IT, Valnable Goods) The Ocean Carnier shall and the Biale to any extent for any loss of or damage to or in concention with precious meals, stones, or chemicals, jewelry, currency, negritable instruments, securities, writings, documents, works of att, curios, heritomos, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Ocean or Inland Carrier, the sames its instret on the face of this Bill of Lading and additional freight has been paid as required. 18. (Heavy LH) (A) The weight or is single picce on package exceeding 2,240 ths. gross must be declared by the Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked (clariy and duraby on the outside of the piece or package in letters and figures not be test han two incluss high. (B) if the Merchant fails in the Merchant is writing before receipt to the Goods by the Section by the Merchant and in Merchan fails of the Merchant fails of the Merchant fails on the outside of the piece or package in letters and figures not be share to incluss high. (B) if the Merchant fails in the Merchant is writing before receipt by the Ocean or Inland Carrier and must be marked learly and duraby on the outside of the piece or package in letters and figures

Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the picce or package in letters and figures not less that two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or durage to in connection with the Goods. (2) the Merchant shalls like high for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Ocean Carrier against any resulting loss, damage, or liability suffered by the Ocean Carrier. 19, **Oblivery by Marko** (1) A) The Ocean Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and duraby stamped or marked upon the Goods, package, or container by the Merchant Hefore they are received by the Ocean or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of dischargen and place of delayers, (B) In ton circumstances shall the Ocean Carrier be responsible for delivery in accordance with other than leading marks.

circumstances shall the Ocean Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchani warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnity the Ocean Carier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in propertion to any apprent shortage, loss of weight or dumage. **20.** (Delivery) (A) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vescels side.

20. Oblevery1 (A) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, extendences, where any other place objectionated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery above of the face of this Bill of Lading (B) The Ocean Carrier, reprossibility shall cease when the Goods have been delivered to the Merchann, Indau Carrier, connecting carrier or any other place of solos have been delivered to the Merchann. Indau Carrier, connecting carrier or any other person entitled to receive the Goods to the custody of eurosmo or any other public authority shall all constitute final discharge of the Ocean Carrier's responsibility. (C) In case the cargo received by the Ocean Carrier is health of the Merchant (1) The Ocean Carrier shall not be required to unpack the containers and deliver their contents in accordance with breands, marks, mmers sizes, to types of fitems of pieces (3) At the Ocean Carrier is alcored and their contents in a diverse in the request in writing to the Ocean Carrier is last of at their of and their contents in and the Ocean Carrier shall not be Careland and their contents in a cordance with breads. At the factor of the Ocean Carrier is also allo and their contents in the of unpacking all the Ocean Carrier with any the index of all their contents in and the Careland their contents in and their contents in a discharge containers may be unpacked and their contents is inter at the time of unpacking all the Ocean Carrier with the written request. In such a case if the sed of the containers in the Ocean Carrier with all when the Ocean Carrier in accordance with the Weather Careland their contents in the discharge containers of the Bill of Lading and their contents in the outpacking all the Ocean Carrier with the written request. In such a case if the sed of the containers in the Careland their contents in the Outpacking all the Ocean Carrier with the written request. The such as if the sed of the containers the such delivered by the Ocean Carrier in accordance with the written request. In such a case if the seal of the containers is instart at the time of uppacking all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Ocean Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Ocean Carrier shall uppack the container and deliver its contents and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Ocean Carrier's discretion, and subject to pior arrangement between the Merchant and the Ocean Carrier the Goods may be delivered to Merchant in the container, in which case if the containers is delivered with seals intact all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Ocean Carrier's obligations more this Bill of Lading shall be deemed to have been discharged. The Optional deliver shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivers whill be marked one have been array and the time of mercine of the Goods have Deson Carrier shall not be traven for the time of mercine of the Goods have Deson Carrier shall not be responsible for any loss or damage to the contents of the Corona Carrier shall not be responsible for any loss or damage to the content of the Goods have Deson Carrier shall not be time of mercine the Goods for the Carrier Sharged and the town the mercine dama the time of mercine the for Goods have Deson Carrier shall be the container (E) Optional delivers while be defined town the mercine the time of mercine the for Goods have Deson Carrier sharped delivers while the the time of mercine the for Goods have Deson Carrier sharped delivers the the the stare of the bave the time of mercine the for Goods haves the b delivery shall be granted only when arranged prior to the time of receipt of the Goods by Ocean Carrier and if expressly stated on the or of this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Ocean Carrier at the first port of call named in the option at least 48

urs prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Ocean trier's option, and the Ocean Carrier's responsibility shall then cesse. (F) Ocean Carrier is not responsible to e or outficution, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of words, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of Carri

give nontration, in writing or otherwise, either to Merchant or others, on the arrival, sitestings, or alisosition on the face of this Bill of Lading, concerning motification or a northy party. In the contrast northytaking and northissianding and northissianding ary northissianding. (1) In case of Portto-Port Transportation, transhipment of cargo, or received of argo from ports or inland points not including within the ship's literary or the Ocean Carrier's strick, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier on this Vsesol shall be deemed to be the agent or principal of a prior or subsequent darrier nowithshanding the issuance by the Ocean Carrier's and 101 daling; receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier's and the test costilated are argued to the sole argued are argued to the argued to the argued argued to the sole argued to the sole

25. (Len) (A) The Ucean Carrer shall have a len on the Goods, which shall survive delivery, for all freight, dead freight, demurge, damages, loss, charges, expenses, and any other sums (including costs, customs fees, and order fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contrast for custody or carriage of the Goods. Decan Carrier may foreclose the line by selling the Goods without notice to the Merchant under dy by public auxion. If on sale of the Goods the proceeds fail to cover the amount due and the costs and fees incurred, the Ocean Carrier shall be entited to recover the deficit from the Merchant. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Ocean Carrier shall be entited to the Cover the admotist or shall be entited to the Ocean Carrier constructions will become detectionated, decayed to worthless, the Ocean Carrier shall be entited to account effective to the Sine, sell, abandon, or otherwise dispose of such Goods at the sole risk and enzymes of the Merchant. of the Merchan

and expense of the Merchant. 24. (Preight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Ocean Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Ocean or Inland Carrier, but the Ocean Carrier for the purpose of ascertaining the actual particulars, may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect education of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Ocean Carrier: (1) the balance of freight between the freight charged and that which would have been due that the correct educations been given, purpose (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. me correct teenas, puos (3) as inplumateen una sacertaintee unanges, an anatomasi sum capata to une correct neegin (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on recent the Goods by the Ocean Carrier, whether the freight to listed or intended to be prepaid or to be collected a destination. The Ocean Carrier shall be entitled to all freight and other charges due hereunder, whether actually the cooks by the Ocean Carrier shift be entitled to all fright and other dues to be prepaid of to be concerted at destination. The Ocean Carrier shift be entitled to all fright and other durges to the recursive whether a tauluity paid or not and to receive and retain such fright and durges under any circumstances, whether the Vessel and/or the Different shift be paid on duranged or unsound Goods. (C) The Payment of fright anold charges shall be ranke in full and in eash without any offset, counter claim, or doduction. Where fright is payable at the port of discharge or place of delivery, such fright and all other charges shall be paid in the carrege named in the Starbarge or place of delivery. Such fright and all other charges shall be paid in the carrege named in the Star occurrent, di ray, or custom at the place of payment. (D) Goods one received by the Ocean Carrier another the unavai and sponder of the starbarge or the starbarge shall be paid in the carrege and or discus-ting of the starbarge or place of payment. (D) Goods one received by the Ocean Carrier counted of full freight and compensation for any loss sustained by the Ocean Carrier for any discuss of discuss of discuss obligation to load such Goods and the Vessel may leave the part without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform is obligation to load could for Lading, deed fraging shall be algo avection. (2) The Section shall be table for and shall indemnify the Ocean Carrier against; (1) all dues, duties, taxes, consular fees, and other charges level on the Goods, The Merchant shall be lable for return freight and changes on all oscen. Carrier in the course of discuss, taxes, consular fees, and of any public antion to anometicn with the Goods. The Merchant shall be lable for return freight and changes on any Goods of any public antion to individing the Merchant's failure to comput with laws and regulations of any public antion reindic on t certitizates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods relised experiation or importation by any public authority; (G) If the Goena Charrie is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or carring for, the Ocean Charrier at its discretion may, by bielf or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consigner, consigner, owner of the Goods and holder of this Bill of Lading shall be jointly and sevenily liable to the Ocean 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

25. (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 25. (Notice of Chaim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of ach loss or damage be given in within to the Ocean Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days a dired delivery, the Goods shull de becement to have been delivered as discribed in this Bill OI claims. (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, disclosely, or damage, unless suit has been brought within one year after delivery of the Goods on the devise that discould should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Ocean Carrier within such time.

Ca. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Good Ocean Carrier's liability for loss of or damage to the Goods, the Marchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Ocean Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hagae Rules applies (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hagae Rules, which when U.S. COGSA is applicable is a mount not exceeding ULS. S500 per package or usinoury freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Ocean Carrier and line due to this Bill of Classing and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability. if any shall not evecord the start of source and the calcular value, and the Ocean Carrier's liability. if any shall not evecord the start of the actual value of the Goods per package or unite acceds such declared value, the value shall nevertheless be deemed to be the declared value, and the Ocean Carrier's liability. if any shall not evecord the start of the actual value of the Goods per package or unite acceds such declared value, and has the start of the actual value of the Goods per package or unite acceds such declared value, the value shall nevertheless bedeemed to be the declared value, and the Ocean Carrier's hall not evecord the start acceds and the declared value, and the Ocean Carrier's hall not evecord the start of the start value of the Carrier start start of the Carrier start shall not evecord the start acceds the declared value, and required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Occan Carrie's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Ocean Carrie's shall not be liable to gay any compression. (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Ladang shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any por 27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the Yark-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Ocean Carrier. The general average statement shall be prepared by the adjuster, adjuster ad or for the consequence of which the Ocean Carrier ian't responsible by statuc, contact, or otherwise, the Goods and the Merchant shall jointy and severally contribute with the Ocean Carrier ia general average to the ayneme of any sacrifices, loss, 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 salvage ship is owned or operated by the Ocean Carrier, salvage shall be paid for a shifty and in the same mamer as it such aslvagins ship benefored to stranges. 28, (Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the colles ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Ocean Carrier against all loss or liability which might be incurred directly or indirectly to the order of non-carrying ship of the owners insofar as such loss or liability represents loss of or damage to his Goods or any chain whatseever of the Merchant mid or nearble by the other or non-arrivan ship or the other of non-arrying ship of the

where since as such now in anomy represents now to it animge to ins GOM and a since and a second resource on the Merchanic paid or possible by the other or non-carrying hip or her owners as part of their claim against the carrying Vessel or or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects are at fault in respect of a collision

contact stranding or other accident. 29. (Carringe of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bil of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Good when received were free from visible rust or moisture. (2) with reference to lumber, innber, phywood, or othe wood products, that the Good when received were free from visible stains, discoloration, moisture, shakes what reserves were mere more trans to any anomate. (c) wint reference to numeric, jupy wood, or done wood products, that the Goods where received were free from visible statis, discoloration, mosture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests ausbitute bill of hading will be issued setting forth any notations as to the foregoing that may appear on the mask or study clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering not to any damage, resulting therefrom. Ocean Carrier shall not be responsible for any such damage. 30, (Grain) Discharge of grain received by the Ocean Carrier is hall not be responsible for any such damage. Thereafter said grain shall be at the risk and expense of the Merchant. 31, (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and Inland Carrier valued abil I ol lading are valiable from the Crean or Inland Carrier valued to provided in the Indand Carrier's application tariff. Copies of the applicable carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable carrier's Tariff) This Bill of Lading is subject to the Ocean Carrier's application tariff. Copies of the applicable carrier's Tariff) This Bill of Lading is ubject to the Ocean Carrier's application tariff. Copies of the applicable carrier's Tariff) This Bill of Lading is ubject to the Ocean Carrier's application tariff.

52. (Ocean Carrier's Tartil) This Bill of Lading is subject to the Ocean Carrier's application tarilt. Copies of the applicable natifiar dockanable from the Ocean Carrier opon request.
33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforcable, the validity or enforceability, or any other part to rem shall not be affected.
34. (Handya Cause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading are your papelicable tartifier do y statue of for the henefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and error of the Vesel and to and for the benefit of the officers and employees of the Carrier and the agents, officers and error of the Vesel and to and for the benefit of the officers on demployees the environment of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each then

NOTICE CONCERNING CARRIER'S LIMITATION OF LIABILITY

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention or the Montreal Convention may be applicable and in most cases limit the liability of the Carrier in respect of loss of, damage or delay to cargo. Carrier's limitation of liability in accordance with those Conventions shall be as set forth in subparagraph 4 unless a higher value is declared.

CONDITIONS OF CONTRACT

1. In this contract and the Notices appearing hereon:

CARRIER includes the air carrier issuing this air waybill and all carriers that carry or undertake to carry the cargo or perform any other services related to such carriage. SPECIAL DRAWING RIGHT (SDR) is a Special Drawing Right as defined by the International Monetary Fund. WARSAW CONVENTION means whichever of the following instruments is applicable to the contract of carriage: the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; that Convention as amended at The Hague on 28 September 1955; that Convention as amended at The Hague 1955 and by Montreal Protocol No. 1, 2, or 4 (1975) as the case may be. MONTREAL CONVENTION means the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.

- Carriage is subject to the rules relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not "international carriage" as defined by the applicable Conventions.
 - 2.2. To the extent not in conflict with the foregoing, carriage and other related services performed by each Carrier are subject to:
 - 2.2.1. applicable laws and government regulations;
 - 2.2.2. provisions contained in the air waybill, Carrier's conditions of carriage and related rules, regulations, and timetables (but not the times of departure and arrival stated therein) and applicable tariffs of such Carrier, which are made part hereof, and which may be inspected at any airports or other cargo sales offices from which it operates regular services. When carriage is to/from the USA, the shipper and the consignee are entitled, upon request, to receive a free copy of the Carrier's conditions of carriage. The Carrier's conditions of carriage include, but are not limited to:
 - 2.2.2.1. limits on the Carrier's liability for loss, damage or delay of goods, including fragile or perishable goods;
 - 2.2.2.2. claims restrictions, including time periods within which shippers or consignees must file a claim or bring an action against the Carrier for its acts or omissions, or those of its agents;
 - 2.2.2.3. rights, if any, of the Carrier to change the terms of the contract;
 - 2.2.2.4. rules about Carrier's right to refuse to carry;
 - 2.2.2.5. rights of the Carrier and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate Carrier or aircraft and rerouting.
- 3. The agreed stopping places (which may be altered by Carrier in case of necessity) are those places, except the place of departure and place of destination, set forth on the face hereof or shown in Carrier's timetables as scheduled stopping places for the route. Carriage to be performed hereunder by several successive Carriers is regarded as a single operation.
- 4. For carriage to which the Montreal Convention does not apply, Carrier's liability limitation for cargo lost, damaged or delayed shall be 19 SDRs per kilogram unless a greater per kilogram monetary limit is provided in any applicable Convention or in Carrier's tariffs or general conditions of carriage.
- 5. 5.1.Except when the Carrier has extended credit to the consignee without the written consent of the shipper, the shipper guarantees payment of all charges for the carriage due in accordance with Carrier's tariff, conditions of carriage and related regulations, applicable laws (including national laws implementing the Warsaw Convention and the Montreal Convention), government regulations, orders and requirements.
 - 5.2.When no part of the consignment is delivered, a claim with respect to such consignment will be considered even though transportation charges thereon are unpaid.
- 6.1.For cargo accepted for carriage, the Warsaw Convention and the Montreal Convention permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if required.
 - 6.2.In carriage to which neither the Warsaw Convention nor the Montreal Convention applies Carrier shall, in accordance with the procedures set forth in its general conditions of carriage and applicable tariffs, permit shipper to increase the limitation of liability by declaring a higher value for carriage and paying a supplemental charge if so required.

- 7. 7.1.In cases of loss of, damage or delay to part of the cargo, the weight to be taken into account in determining Carrier's limit of liability shall be only the weight of the package or packages concerned.
 - 7.2. Notwithstanding any other provisions, for "foreign air transportation" as defined by the U.S. Transportation Code:
 - 7.2.1. in the case of loss of, damage or delay to a shipment, the weight to be used in determining Carrier's limit of liability shall be the weight which is used to determine the charge for carriage of such shipment; and
 - 7.2.2. in the case of loss of, damage or delay to a part of a shipment, the shipment weight in 7.2.1 shall be prorated to the packages covered by the same air waybill whose value is affected by the loss, damage or delay. The weight applicable in the case of loss or damage to one or more articles in a package shall be the weight of the entire package.
- Any exclusion or limitation of liability applicable to Carrier shall apply to Carrier's agents employees, and representatives and to any person whose aircraft or equipment is used by Carrier for carriage and such person's agents, employees and representatives.
- 9. Carrier undertakes to complete the carriage with reasonable dispatch. Where permitted by applicable laws, tariffs and government regulations, Carrier may use alternative carriers, aircraft or modes of transport without notice but with due regard to the interests of the shipper. Carrier is authorized by the shipper to select the routing and all intermediate stopping places that it deems appropriate or to change or deviate from the routing shown on the face hereof.
- 10. Receipt by the person entitled to delivery of the cargo without complaint shall be prima facie evidence that the cargo has been delivered in good condition and in accordance with the contract of carriage.
 - 10.1. In the case of loss, damage or delay to cargo, the person entitled to delivery must make a written complaint to Carrier. Such complaint must be made:
 - 10.1.1. in the case of damage to the cargo, immediately after discovery of the damage and at the latest within 14 days from the date of receipt of the cargo;
 - 10.1.2. in the case of delay, within 21 days from the date on which the cargo was placed at the disposal of the person entitled to delivery.
 - 10.1.3. in the case of non-delivery of the cargo, within 120 days from the date of issue of the air waybill, or if an air waybill has not been issued, within 120 days from the date of receipt of the cargo for transportation by the Carrier.
 - 10.2. Such complaint may be made to the Carrier whose air waybill was used, or to the first Carrier or to the last Carrier or to the Carrier, which performed the carriage during which the loss, damage or delay took place.
 - 10.3. Unless a written complaint is made within the time limits specified in 10.1 no action may be brought against Carrier.
 - 10.4. Any rights to damages against Carrier shall be extinguished unless an action is brought within two years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped.
- 11. Shipper shall comply with all applicable laws and government regulations of any country to or from which the cargo may be carried, including those relating to the packing, carriage or delivery of the cargo, and shall furnish such information and attach such documents to the air waybill as may be necessary to comply with such laws and regulations. Carrier is not liable to shipper and shipper shall indemnify Carrier for loss or expense due to shipper's failure to comply with this provision.
- 12. No agent, employee or representative of Carrier has authority to alter, modify or waive any provisions of this contract.

Terms & Conditions

Sec. 1

(a) The carrier or the party in possession of any of the property described in this Bill of Lading shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided.

(b) No carrier shall be liable for any loss or damage to a shipment or for any delay caused by an Act of God, the public enemy, the authority of law, or the act or default of shipper. Except in the case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage or delay which results: when the property is stopped and held in transit upon request of the shipper, owner or party entitled to make such requests; or from faulty or impassible highway, or by lack of capacity of a highway bridge or ferry; or from a defect or vice in the property; or from riots or strikes. The burden to prove freedom from negligence is on the carrier or the party in possession.

Sec. 2

Unless arranged or agreed upon, in writing, prior to shipment, carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. In case of physical necessity, carrier may forward a shipment via another carrier.

Sec. 3

(a) As a condition precedent to recovery, claims must be filed in writing with: any participating carrier having sufficient information to identify the shipment.

(b) Claims for loss or damage must be filed within nine months after the delivery of the property (or, in the case of export traffic, within nine months after delivery at the port of export), except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed.

(c) Suits for loss, damage, injury or delay shall be instituted against any carrier no later than two years and one day from the day when written notice is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts of the claim specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier shall be liable, and such claims will not be paid.

(d) Any carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, provided, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

Sec. 4

(a) If the consignee refuses the shipment tendered for delivery by carrier or if carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electronic communication as provided on the face of the Bill of Lading, if so indicated, to the shipper or the party, if any, designated to receive notice on this Bill of Lading. Storage charges, based on carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be, at the carrier's option, in any location that provides reasonable protection against loss or damage. The carrier may place the shipment in public storage at the owner's expense and without liability to the carrier.

(b) If the carrier does not receive disposition instructions within 48 hours of the time of carrier's attempted first notification, carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if carrier does not receive disposition instructions within 10 days of that notification, carrier may offer the shipment for sale at a public auction and the carrier has the right to offer the shipment for sale. The amount of sale will be applied to the carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

(c) Where carrier has attempted to follow the procedure set forth in subsections 4(a) and (b) above and the procedure provided in this section is not possible, nothing in this section shall be construed to abridge the right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. When perishable goods cannot be delivered and disposition is not given within a reasonable time, the carrier may dispose of property to the best advantage.

(d) Where a carrier is directed by consignee or consignor to unload or deliver property at a particular location where consignor, consignee, or the agent of either, is not regularly located, the risk after unloading or delivery shall not be that of the carrier.

Sec. 5

(a) In all cases not prohibited by law, where a lower value than the actual value of the said property has been stated in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence.

(b) No carrier hereunder will carry or be liable in any way for any documents, coin money, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed on this bill of lading.

Sec. 6

Every party, whether principal or agent, who ships explosives or dangerous goods, without previous full written disclosure to the carrier of their nature, shall be liable for and indemnify the carrier against all loss or damage caused by such goods. Such goods may be warehoused at owner's risk and expense or destroyed without compensation.

Sec. 7

(a) The consignor or consignee shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor when the consignor so stipulates by signature or endorsement in the space provided on the face of the Bill of Lading. Nevertheless, the consignor shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided by the consignor.

(b) Notwithstanding the provisions of subsection (a) above, the consignee's liability for payment of additional charges that may be found to be due after delivery shall be as specified by 49 U.S.C. §13706, except that the consignee need not provide the specified written notice to the delivering carrier if the consignee is a for-hire carrier.

(c) Nothing in this Bill of Lading shall limit the right of the carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this Bill of Lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped.

Sec. 8

If this Bill of Lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another Bill of Lading, the shipper's signature on the prior Bill of Lading or in connection with the prior Bill of Lading as to the statement of value or otherwise, or as to the election of common law or Bill of Lading liability shall be considered a part of this Bill of Lading as fully as if the same were written on or made in connection with this Bill of Lading.

Sec. 9

If all or any part of said property is carried by water over any part of said route, such water carriage shall be performed subject to the terms and provisions and limitations of liability specified by the "Carriage of Goods By Sea Act" and any other pertinent laws applicable to water carriers.

Brokerage Terms and Conditions

1. Definitions.

(a) "Company" shall mean TOC Logistics International LLC., its subsidiaries, related companies, agents and/or representatives:

(b) "Customer" shall mean the person for which the Company is rendering service, as well as its agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties,

warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or

representatives;

(c) "Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

 (d) "Ocean Transportation Intermediaries"
 ("OTI") shall include an "ocean freight forwarder" and a "non-vessel operating carrier";

(e) "Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise". 2. Company as Agent. The Company acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of goods, post entry services, the securing of export licenses, the filing of export documentation on behalf of the Customer and other dealings with Government Agencies: as to all other services, Company acts as an independent contractor.

3. Limitation of Actions.

(a) Unless subject to a specific statute or international convention, all claims against the Company for a potential or actual loss related to Customs business must be made in writing and received by the Company, within ninety (90) days of the event giving rise to claim; the failure to give the Company timely notice shall be a complete defense to any suit or action commenced by Customer.

(b) All suits against Company must be filed and properly served on Company within seventy five (75) days from the date of liquidation of the entry(s) for claims arising out of the preparation and/or submission of an import entry(s).

4. No Liability For The Selection or Services of Third Parties and/or Routes.

Unless services are performed by persons or firms engaged pursuant to express written instructions from the Customer, Company shall use reasonable care in its selection of third parties, or in selecting the means, route and procedure to be followed in the handling, transportation, clearance and delivery of the shipment; advice by the Company that a particular person or firm has been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that

such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the Act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company.

5. Quotations Not Binding. Quotations as to fees, rates of duty, or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company unless the Company in writing agrees to undertake the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the Customer

6. Reliance On Information Furnished. (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with Customs and Border Protection, other government agencies, and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration filed on Customer's behalf; (b) In preparing and submitting customs entries, applications, documentation to the United States and/or a third party, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer; Customer shall use reasonable care to insure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the Customer's failure to disclose information or any incorrect or false statement by the Customer upon which the Company reasonably relied. The Customer agrees that the Customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods. 7. Disclaimers; Limitation of Liability.

(a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its Customs brokerage services;

(b) Customer agrees that in connection with any and all Customs brokerage services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties;

(c) Where a claim arises from activities relating to "Customs business," the Company's liability shall be limited to \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less.

(d) In no event shall Company be liable or responsible for consequential, indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.

8. Advancing Money. All charges must be paid by Customer in advance unless the Company agrees in writing to extend credit to customer; the granting of credit to a Customer in connection with a particular transaction shall not be considered a waiver of this provision by the Company.

9. Indemnification/Hold Harmless. The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability arising from the importation of Customer's merchandise and/or any conduct of the Customer, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with the Company. 10. C.O.D. or Cash Collect Shipments. Company shall use reasonable care regarding written instructions relating to "Cash/Collect on Deliver (C.O.D.)" shipments, bank drafts, cashier's and/or certified checks, letter(s) of credit and other similar payment documents and/or instructions regarding collection of monies but shall not have liability if the bank or consignee refuses to pay for the

shipment. **11. Costs of Collection.** In any dispute involving monies owed to Company, the Company shall be entitled to all costs of collection, including reasonable attorney's fees and interest at 15% per annum or the highest rate allowed by law, whichever is less, unless a lower amount is agreed to by Company.

12. General Lien and Right To Sell Customer's Property.

(a) Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both;
(b) Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties having an interest in its shipment(s) of Company's rights and/or the exercise of such lien.

(c) Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

13. No Duty To Maintain Records For Customer. Customer acknowledges that pursuant to Sections 508 and 509 of the Tariff Act, as amended, (19 USC §1508 and 1509) it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.

14. Obtaining Binding Rulings, Filing Protests, etc. Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any preor post- Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc. 15. No Modification or Amendment Unless Written. These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company: any attempt to unilaterally modify, alter or amend same shall be null and void. 16. Compensation of Company. The compensation of the Company for its services shall be included with and is in addition to the rates and charges of all carriers and other agencies selected by the Company to transport and deal with the goods and such compensation shall be

exclusive of any brokerage, commissions, dividends, or other revenue received by the Company from carriers, insurers and others in connection with the shipment. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.

17. Severability. In the event any Paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. 18. Governing Law; Consent to Jurisdiction and Venue. These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the State of Indiana without giving consideration to principals of conflict of law. Customer and Company (a) irrevocably consent to the jurisdiction of the United States District Court and the State courts of Indiana; (b) agree that any action relating to the services performed by Company. shall only be brought in said courts; (c) consent to the exercise of in personam jurisdiction by said courts over it, and (d) further agree that any action to enforce a judgment may be instituted in any jurisdiction.