

TOC Logistics International – Terms & Conditions

This document is intended to allow customers to review, understand, and accept TOC Logistics' Terms & Conditions.

Tendering a shipment to TOC Logistics is considered acceptance of TOC Logistics' Terms & 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 acknowledged by TOC and 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 governed by Warsaw Convention (19 Special Drawing Rights per kilogram if by Warsaw Convention amended by Montreal Protocol, or if neither Warsaw Convention or Montreal Protocol apply).
- \$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 (or is a ground shipment that does not require an International air 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, 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.
- Any other claim type timeline is 2 years.

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, 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 such as, but not limited to, carrier insolvency).
- TOC shall not be held responsible for consequential damages (including but not limited to downtime and expedites), loss of revenue, and shortages without evidence of tampering or breakage, or sorting / inspection costs.
- TOC will acknowledge US domestic trucking claims within 30 days and bring resolution to the claim within 120 days of receipt (or update claimant on reason for delay).

1 Revised 12/23/2016

Please initial each of the line items bel	low to confirm receipt and understand	ing of the attachment	s 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)			
have read and accept TOC's terms and conditi	ions (including this summary page and appendices).	attached mode specif	ic terms and conditions
Signature			
Printed Name			
Title			
Company Legal Name			
Address			
Date			

2 Revised 12/23/2016

(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 carding as ocean carrier, non-vessel operating common carrier, or basile.
(B) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in

whether any of the preceding pathes is acting as ocean carrier, an on-vesse operating common carrier, or obuse.

(S) "Inland Carrier" means carriers (other than the Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailes. (C) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receip from Merchant to place of delivery to Merchant by the Ocean Carrier plus one or more Inland Carriers.

(D) "Porti-o-Brit Transportation" means carriage of the Goods under this Bill of Lading down the transport. (E) "Merchant" includes the shipper, consignor, consigner, owner, and receiver of the Goods and the holder of this Bill of Lading and, tritle cargo is packed into containers) supplied or furnished by on behalf of the Merchant, include the containers of the cargo is packed into containers of the cargo is packed into containers of the containers of the containers of the cargo is packed into containers of the containers of the containers of the cargo is packed into containers of the containers of the containers of the cargo is packed into containers of the con

 (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading 2. (Clause Paramount) (A) Insodar as this Bill of Lading covers carrage of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Hauge Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1968, known as the Vislys Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise computionly applicable, the Hague Rules as enacted in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted the Convention shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply, (B) If this Bill of Lading covers Goods moving to or from ports of the United States in forcign trade, then carriage of such goods. of Lading overs Goods moving to or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. Pl 300-1315 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) Whenever 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 be instituted only in the country where the Carrier has be instituted only in the Country.

A. (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. (Lumitation of Liabitity Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Cean Carrier of any statutory protection, exemption from, or limitation of liabitity authorized by the applicable laws, statutes, or regulations of any country.

(Subb-Contracting Exemptions and Immunities of Subcontractors) (A) The Ocean Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carrier of the Goods and any and all duties whatsoever undertaken by the Ocean Carrier in elianion to the Goods, (B) Merchant warnant that no claim shall be made against any Subcontractor (as defined in Article 1 (I), or Subcontractor, of Ocean Carrier, except landland Carriers where otherwise appropriate, 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 should reverblenes be made, to indemnify the Ocean Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, every Subcontractor (and Subcontractor's Subcontractor's shall have the benefit of all provisions in this Bill of Lading for the benefit of the Ocean Carrier, to the extent of those provisions control only on its own behalf of such Subcontractor's benefit. In entering into this contract the Ocean Carrier, to the extent of those provisions choes so not only on its own behalf of such Subcontractor's and Subcontractor's benefit. In entering into this contract the Ocean Carrier, to the extent of those provisions choes so not healf of such Subcontractor's and Subcontractor's and Subcontractor's benefit. In entering into this contract the Ocean Carrier's about the discretion, the carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route, once or more often and in any order, and/or to omit calling at any port or place whether schedul the Vessel named in this Bill of Lading, whether or not the substitute ship is owned or operated by Ocean Carrier or arrives or departs, or is schoduled to arrive or departs, 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 such action, or delay resulting therefrom, shall not 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.

(Responsibility) (A) Insofars at this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Ocean Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge. Toading's shall be deemed to be on the vessel's nacker, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in balk liquid) in the season are the Goods have been desired to the Goods are in balk liquid) in the season are the Goods have been declared the Goods are in balk liquid) in the season are the Goods have been declared the Goods have been declared to the Goods have been de

vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's permanent pipe connections. Discharge "stall be deemed to be completed when the Goods have been unbooked 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 damages resulting from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused. (C) If it is stabilished by the Merchant that the Ocean Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of this Bill of I dring a bill be tache texted Globaries to not further (1) With reserve loss or dringen caused during the 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 provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they clot when the extent perscribed or strived at the sea terminal at the port of loading to the time when they clot the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Haye Rolles 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 Subcontractor, to the extent to which such subcontractor 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. If such the provided, however, that if the Ocean Carrier is not authorized under any applicable laws, miles or regulations to undertake such handling, storage, or carriage as the handling, storage or carriage. By the handling, storage or carriage. If such handling, storage or carriage is completely as the provided of the provided of the contract for the International Carriage for Goods by Rod, dated 19 May, 1905 (CMR); (b) if by rail, by the International Carriage of Goods by Rod, dated 19 May, 1905 (CMR); (b) if by rail, by the International Carriage for Goods by Rod, dated 19 May, 1905 (CMR); (b) if by rail, by the International Carriage for Goods by Rod, dated 19 May, 1905 (CMR); (b) if by rail, by the Carriage of Goods by Rod, dated 19 May, 1905 (CMR); (b) if by rail, by the International Carriage to Goods by Rod, dated 19 May, 1905 (CMR); (b) if by rail, by the Convention of the Unification of Ce

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 he had made a direct and separate contract 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 Goosa Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular inner or in time to meet any particular market or ruse, and the Ocean Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If this Bill of Lading is sued for Port-to-Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Merchants reference, and the Ocean Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.

8. (Liberties) (A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Ocean Carrier (including for the purpose of this Article the Master and any person, the Goods of any propers, or have good with the transport or safekeeping of the Goods has given or is likely to prend, impart, just, or disadvantage of whatsoever mature to the Vessel, the Ocean Carrier, a vehicle, any person, the Goods of any propers, or has confedered or is likely to render it in any way unsured, imparcially, any person, the Goods at are port of discharge or to deliver the Goods at the port of discharge or the Goods at the port of discharge or the Goods and was the place of delivery by the route and in the manner originally intended by the Ocean Carrier, the Ocean Carrier (1) at any time shall be entitled to unspeck the container(s) or otherwise dispose of the Goods is as who way as the Ocean Carrier and we have a continuent of carrier with exist and expense of the Merchant warronuse or paice them at any pace secretor of the Ocean Carrier at the risk and expense of the Neterant and/or (5) if the Goods are at a place awaiting transshipment, shall be entitled to termine 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 wholicle, or other means of transport where and on the result of the order of the order of the order of a stempting to enter the port of discharges that of the order of the order of a stempting to enter the port of discharges while 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 recept 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 threather shall be free from any responsibility for carriage of the Goods.

(B) If, after storage, 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 washoesever 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 according to subpart (A), including delay or expense to the Vessel, and the Ocean Carrier shall have a lieu upon the Goods to that extent.

(1) 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, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or causel hostilities, rots, civil commotions, or other disturbances

(C) The situations referred to in subpart (A) above shall include, but shall not be limited to, mose caused oy tree extisence or apprehension of war declared or undeclared, hostilities, roise, civil commotions, or other disturbancs 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 discusses, but dwarders, shallow water, ice, landslip, or other obstacles in navigation or carriage (D) The Ocean Carrier, in addition to all other liberties

Combined Transport Bill of Lading

rovided for in this Article, shall have liberty to comply with orders, directions, regulati provinces on it this Article, shart lawe affectly to compay with orders, unecurious, regulations or suggestions a suggestion of a manigation or fit carriage or handling of the Goods of the Vessel flowsover given, by any actual or purpogovernment 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 complial

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 with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nutrue, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Ocean Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Ocean Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Ocean Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

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

10. (Use of Contamer) When the Goods are not already packed into a container at the time of receipt by the Ocean Carrier, the Ocean Carrier, the Coean Carrier, the Coean Carrier, the Coean Carrier, the Coean Carrier (and the at libert ty to pack and carry the Goods in any type of container.)
11. (Ocean Carrier's Container) (A) The Merchant assumes full responsibility for and shall indennify the Ocean Carrier saints any loss of or damage to the Ocean Carrier's southness and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Ocean Carrier shall in no even the liable for, and the Merchant shall indennify and hold the Ocean Carrier container or its contents while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant.

shall indemnify and hold the Ocean Carrier harmless from, any death of or injuries to persons, or loss of or the Merchant, his agents, or common carriers engaged 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.

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 number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of Condition on a particulars of the containers are unknown to the Ocean and Inland Carriers, and the Ocean Carrier accepts no responsibility for the accuracy of the description of for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant shall carried a carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant shall carried and earlies of the containers are suitable or on behalf of the Ocean Carrier shall be responsible or on behalf of the Ocean Carrier and the containers shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the container, and the containers shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, and the Merchant gives notice to the container, and the container of the Ocean Carrier shall be the container of the Ocean Carrier shall not be lable for any loss of or damage to the container of the Cocan Carrier shall not be called for any loss of or

is in a retrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic courtos exactly. The Ocean Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Ocean Carrier does not guarantee the maintenance of the intended temperature inside the container. 14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an explosive,

14. (Dangerous Goods, Contraband) (A) The Ocean Carrier undertakes to carry Goods of an explosive, inflammable, radiactive, corrosive, damgaing, poisonous, or dangerous nature only upon the Ocean Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method o rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and danger 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 by any applicable statuse or regulation or by the Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier. Ocean Carrier (D) Whenever the Goods are discovered to have been received by the Ocean or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Ocean Carrier shall be entitled to have such Goods rendered innecous, thrown overboard, discharged, or otherwise disposed of at the Ocean Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Ocean Carrier against any loss, damage or liablify, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (B) The Ocean Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended 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 Inland Carrier. (F) The Ocean Carrier has be right to inspect the contents 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 Deck). (A) Goods in containers, vans, trailers, or classis 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 'on deck stowage' on the face of this Bill of Lading, any extens to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelfer deck, passenger space, or any other convereli-raspect, 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, at Ocean Carrier's option, be carried on deck without further notice to Merchant and without liability to the Ocean Carrier's or the risks. the carrier on teets, without intuitien more to revietable and without infamily to the Cvean Claimer to the instance inhiberent 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.

Werston of the rague nates (unmaning U.S. Ust. Oct.), in a water standard part of the rague to the standard part of the spect to the catedy and carriage of the animals and plants, all risks of loss or damage by petil-inherent in or incident to such carriage shall be borne by the Merchant, and in all other loss or damage by petil-inherent in or incident to such carriage shall be borne by the Merchant, and in all other loss of the special content of the spe

Merchant in writing before receipt by the Ocean or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures to lets that two inches high. (B) If the Merchant falls in his obligations under the preceding subpart (1) the Ocean Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be label for resulting loss of or of admage 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 shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant hefore they are received by the Ocean Carrier and unmbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no 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 Merchant warrants that the marks on the Goods, packages and outniers 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 Carrier 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 nuclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent slorateg, loss of weight or damage.

20. (Delivery) (A) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side,

20. Oblivery) (A) The Ocean Carrier shall have the right to deliver the Goods at any time at the Vessels side, extendions, washed any other place designated by the Ocean Carrier, within the geographic limits of the port of discharge or place of delivery, shown of the face of this Bill of Lading (B) The Ocean Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Ocean Carrier's responsibility, of D in case the cargo received by the Ocean Carrier's responsibility, (C) In case the cargo received by the Ocean Carrier's secondaries of the Ocean Carrier's responsibility, (C) In case the cargo received by the Ocean Carrier's should not be required to unpack the containers and deliver their contents in accordance with breads, marks, numbers sizes, to types of items or pieces (3) At the Ocean Carrier's the Carrier's the Carrier's the Carrier's late of the Containers and deliver the carrier is accordance with breads, marks, numbers sizes, to types of items or pieces (3) At the Ocean Carrier's late of the Carrier's late of the containers in the Carrier's late of the containers in the Carrier's late of the Container's late of the containers in the carrier in accordance with the written request. In such a case if the seal of the containers is intext at the lime of unpacking all the Ocean Carrier's obligations under this Bill of Lading shall be deemed to delivered by the Ocean Carrier in accordance with the written request. In such a case if the seal of the containers is intent at the time of unpacking 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 unpack 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 prior arrangement between the Merchant and the Ocean Carrier shall not be required to deliver the Goods in the container. At the Goods have been described to the order of the order of the Goods have the order of the foods to Ocean Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional Ocean Cartier seam not on Esplontone area in any loss or dualined record of the Continuous. (E) Optoble delivery shall be granted only before a ranged prior to the time of record of the Goods by Ocean Cartier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Ocean Cartier 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 raire's option, and the Ocean Carrier's responsibility shall then cease. (F) Ocean Carrier is not responsible to re notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of tools, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of

give notineation, in writing or otherwise, fame to barectaint or otners, of the airrival, ascenage, or disposation or Goods, any custom or agreement to the countrary notwithstanding, and notwithstanding and rost of the country of this Bill of Lading, concerning notification or a notify party.

1. (On-Carriage and Forwarding) (A) Whether arrangs be fereighted or not, the Ocean Carrier skall be at 21. (On-Carriage and Forwarding) (A) Whether arrangs by the named or any other Vessel, certain bags; co other means of transport by water, land or air, whether or not owned or operated by the Ocean Carrier. (B) The Ocean Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any prot or place for transshipment and store them afloat or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be inscauried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Ocean Carrier's expense, but the Ocean Carrier shall not be hilbs for any loos, damage, delay, or depreciation arising from such forwarding. (D) In case of Port-to-Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not including within the ship's intensary or the Ocean Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Ocean Carrier not its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier nowithstanding the issuance by the Ocean Carrier and Bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Ocean Carrier 22. (Firey) The Ocean Carrier as all not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the carrier.

23. (Lien) (A) The Ocean Carrier shall have a lien on the Goods, which shall surv

2.5. (Len) (A) The Ocean Carrier shall have a len on the Goods, which shall survive delivery, for all freight, dead freight, demurage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, autorney fees, and other fees for recovering the sums) chargeable to the Merchant under this Bill of Lading and any preliminary contract for custody or carriage of the Goods. Coean Carrier may foreclose the lien by selling the Goods without notice to the Merchant privately or by public auction. 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 entitled to recover the deficit from the Merchant. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Ocean Carrier's form of the Merchant carrier's opinion the Goods will become deteriorated, decayed or worthless. the Ocean Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and excesses of the Merchant. of the Merchan

and expense of the Merchant.

24. 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 declaration 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 the hat the correct details been given, piles (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Bell fedials to be part of filestence or place of delivers, while the control expense of the correct freight. and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, bus (3) as liquidated and ascertained damages, an additional sum equal to the correct feeding). (6) Full freight to the post of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Ocean Carrier shall be entitled to all freight and other charges due hereunder, whether actually judio or not and to receive and retails used freight and other charges shall be networked the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid of not and to be paid on the charges ander any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid of un admost of the stage of un sensored focals. (C) The Payment of freight and/or charges shall be made in full and in eash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency mannel in this Bill of Lading, or, at Ocean Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom at the place of payment. (10) Goods one received by the Ocean Carrier cannot be taken away or disposed of by the Merchant except upon the Ocean Carrier's consent and after payment of full freight and compensation for any loss sustained by the Ceonan Carrier tous Carrier's order of the Goods are not available when the Vessel in yeal yeave the port without further notice. (2) Utiless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant. (F) The Merchant shall be liable for and shall indemnif certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods returded expertation or importation by any public authority; (G) if the Ocean Carirer is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, the Ocean Carrier at its discretion may, by itself 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 severally 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 to the contract of the c

25. (Notice of Claim and Time for Suit against Ocean Carrier) (A) Unless notice of loss or damage and the 25. (Notice of Claim and Time for Sult against Ocean Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Ceena 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 after delivery, the Goods shall be deemed to have been delivered as described in this Bill Oc Idading, (B) The Ocean Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or date when the Goods of the date when the Goods 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.

26. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the ext Ocean Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Ocean Carrier's liability for loss of or damage to the Goods, the Merchant 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 Hagase Rules appliese: (1) The Ocean Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or until in the applicable version of the Hagase Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. S500 per package or customary 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 inserted on the face of this Bill of Landing 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 skall not record the 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, skall 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 Carrier shall not be liable to pay any compensation. (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 Lading 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) Genenal average shall be adjusted, stated and settled at any port or place as the Ocean Carrier's option and according to the York-Autweep 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 adjusters appointed by the Ocean Carrier and etc. Average agreement or bond and such cash deposit as the Ocean Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Ocean Carrier rule requires shall be furnished by the Merchant to the Ocean Carrier for the Goods. (B) 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 the Ocean Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall isn't the Accountage of the Author of the Accountage of the Author of the Commencement of the Survey of the Conde Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall isn't the Accountage in neural surveys in the Conde Carrier isn't the Conde Carrier in neural surveys in the Conde Carrier isn't the Conde Carrier isn't the Conde Carrier in the Carrier isn't the Conde Carrier in neural surveys in the Conde Carrier isn't the Conde Ca or for the consequence of which the Ocean Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Ocean Carrier in general severage to the payment 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 as fully and in the same maner as if such salvaging ship belonged to strangers. 28, Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other 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 italiality which might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant shall contain the or growners insofar or non-carriering whice per non-carriers, to the Merchant of street freezenite.

owners insour as such noss or inamity represents noss out camage of us rotous or, any canin winacover or the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped, 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

stranding or other accident.

'rringe of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" wher
this Bill of Ladding does not mean: (1) with reference to iron, steel, or metal products, that the Goods
ceived were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other
odoucts, that the Goods when received were free from visible stains, discoloration, moisture, shakes. wood products, that the Goods when received were from visible stains, discoloration, missine, shake, holes, chaffed, breakage or splitting. If the Merchaut so request as substitute bill of lading will be issued setting forth any notation as to the foregoing that may appear on the mate's or tally 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. (Grawher, using or not using elevation, and such discharge shall constitute a sufficient devery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.

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 an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, ruiffs and Ulifor Intermodal Transportation for the Cean or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's application tariff. Copies of the applicable traif or obtainable from the Ocean or Thin or the order of the applicable unified and the applicable or the order of the order of the applicable carrier or pone request.

32. (Ocean Carrier's Taritt) This islif of Lading is subject to the Ocean Carrier's application taint. Copies of the applicable tariff are obtainable from the Ocean Carrier upon request.
33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforeable, the validity or enforceability, of any other part or term shall not be affected.
34. (Himalaya Clause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statue or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crow of the Veste and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them

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.
- 2.1. 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.

- 7.1.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.
- 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.

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
- (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.