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TERMS AND CONDITIONS

1. DEFINITIONS
"Carrier" means SHANGHAI JINJIANG SHIPPING (GROUP) CO., LTD. located at 13, Lane 180, Longiu Road, Pudong New Area, Shanghai, China.

"Carriage" means the whole or any part of the operations and services whatsoever undertaken by the Carrier in respect of the Goods covered under this Bill of Lading,
"Bill of Lading," means the present document, whether issued as a Bill of Lading or a Sea Waybill, and whether issued in paper or electronically." Merchant' includes the Consignor, the Shipper, the Receiver, the Consignee, the Owner of the Goods, the Holder or Endorsee of this Bill of Lading, any Person owing, entitled to or daiming the possession of the Goods or this Bill of Lading and anyone excluding on behalf of any such person.

Betting the person of the Goods of the Holder or Endorsee of the Goods, the Holder or Endorsee of this Bill of Lading any person owing, entitled to or daiming the possession of the Goods or this Bill of Lading and anyone calling the person of the Goods or this Bill of Lading have been transferred or vested.

"Vessel" includes the Vessel(s) named in this Bill of Lading or any substitute therefor, and any feeder vessel, lighter or barge used by or on behalf of the Carrier in connection with any waterborne carriage.

"Subcontractor' includes owners, unanagers, operators and charterers of vessels (other than the Carrier), stevedores, terminal, warehouse, depot and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the Personance of the carriage and any sub-Subcontractors. The Condo's means be whole or any part of the cargo received from the Merchant and includes any Container not supplied by or on behalf of the Carrier.

"Package" means for limitation purposes the largest unit into which the Goods are packaged or consolidated by the Merchant including my pelletized and/or assemblace of ratins for the cornices.

of the Carrier.

Package" means for limitation purposes the largest unit into which the Goods are packaged or consolidated by the Merchant including any palletized and/or assemblage of cartons for the convenience of the Merchant, used to provide the convenience of the Merchant, used for or in connection with the transportation of the Goods.

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

U.S. COGSA' refers to the Carriage of Goods by Sea Act of the United States approved April 16, 1936.

States approved April 16, 1936.

Zates approved April 16, 1936.

2. WARRANTY
The Merchant warrants that in agreeing to the Terms and Conditions hereof he is, or has the authority to contract on behalf of, the person owning or entitled to the possession of the Goods and this Bill of Lading.
3. CARRIER'S TARIFF
The Terms and Conditions of the Carrier's applicable Tariff and other requirements regarding charges are incorporated into this Bill of Lading. Particular attention is drawn to the Terms and Conditions contained therein, including, but not limited to, free storage time, acting Particular attention is drawn to the Terms and Conditions contained therein, including, but not limited to, free storage time, acting Particular attention is drawn to the Terms and Conditions contained therein, including, but not limited to, free storage time, acting the Terms and Conditions contained therein, including, but not limited to, free storage time, acting the Terms and Conditions contained therein, including and the Implication of the Start Conditions are the Terms and Conditions of the Terms and C

Carrier or its agents upon request. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

4 SUBCONTRACTING, INDEMINITY AND CERTAIN DEFENSES, EXEMPTIONS AND LIMITATIONS

(1) The Carrier shall be entitled to sub-contract at any time and on any terms whatsoever the whole or any part of the carriage with any Subcontractor and/or to substitute any other vessel or means of transport for the Vessel, including liberty for further sub-contract. The carrier and the contract and the sub-contract and the sub-contract

chever occurs serifier.

Combined Transport If box 4, box 5 and/or box 9 are filled in on the front of this Bill of Lading and the place(s) or port(s) indicated rein is/are place(s) or port(s) other than that indicated in box 7 and box 8 and Freight is paid for combined transport, this Bill of Lading combined transport contract. The Carrier undertakes to arrange or procure the pre- carriage and/or on-carriers segments of the bined transport. All claims arising from the combined transport carriage must be filled with the Carrier within 9 months after the very of the Goods or the date when the Goods should have been delivered, falling which the Carrier shall be discharged from all illities whatsoever in respect of the Goods. If any parmet is made by the Carrier to the Merchant in respect of any claim arising from combined transport carriage, the Carrier shall be automatically subrogated to or given all rights of the Merchant was a part of the Carrier shall be automatically subrogated to or given all rights of the Merchant was a paint all others were of any rights that the Carrier may have against a pre-carrier or on-carrier or Subcontractor for indemnity or otherwise.

5. NOTICE OF CLAIM AND TIME BAR.
1) Unless notice of loss of damage is given in writing to the Carrier's agent at the Port of Discharge or Place of Delivery before or on he date of delivery of the Goods, or if loss or damage is not apparent, within 15 consecutive days thereafter, such delivery shall be prima acle evidence of the delivery of the Goods by the Carrier and/or on-carrier in the order and condition described in its Bill of Lading, 2) The Carrier, its servants, agents and Subcontractors shall be discharged from all liabilities whatsoever unless suit is brought within ney year after the delivery of the Goods or the date when the Goods should have been delivers when the Goods or the date when the Goods should have been delivered.

e year after the delivery of the Goods or the date when the Goods should have been delivered.

LOSS OR JAMAGE

(3) If the stage of the compined transport output of the stage of the stage of the compined transport of the stage of th

ier shall not be liable for any loss of or damage to the Goods occurring at any time, including that before loading or after by reason of any fire whatsoever, unless such fire is caused by the actual fault of the Carrier.

The Carrier shall not be liable for any loss of or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any firer whatsoever, unless such fire is caused by the actual fault of the Carrier.

10. CARRIER'S CONTAINERS

(1) Goods received in break bulk will be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Containers, whether or not stuffed by the Carrier, on deck of below deck. All such Goods shall participate in General Average, Salvage charges whether or not stuffed by the Carrier, on deck of below deck. All such Goods shall participate in General Average, Salvage charges apply to Containers carried on deck.

(2) If Carrier's Containers carried on deck.

(2) If Carrier's Containers and equipment are used by the Merchant for pre- carriage or on-carriage or unpacked at the Merchant persons, the Merchant is responsible for returning the empty Containers, with interiors brushed, clean and free smell to the point or place designated by the Carrier, its servants or agents, within the time prescribed in the Tarriff and/or required by the Carrier. Should a Container not be returned within the aforesaid time, the Merchant shall be liable for any detention, demurrage, loss or expenses which may arise from such non-return.

(3) The Merchant shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of the Carrier and the property of others or for any injuries or death and the Merchant shall also be liable during such periods or the carrier harmless against all damages, including legal expenses, incurred from any and all such claims arising during such periods.

11. MERCHANT-STUFFED CONTAINER.

inclusing legal expenses, incurred from any and all such daims arising during such periods.

11. MERCHANI-STUFFED CONTAINER
(1) if a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by has been filled, packed, loaded or stuffed, or
(b) the unsultability of the Goods for carriage in the Container, or
(c) the unsultability of the Goods for carriage in the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, this unsultability or defective condition od the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, this unsultability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was filled, packed, loaded or stuffed.
(2) If a Merchant-stuffed Container is delivered by the Carrier with its seal intact, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any loss or shortage of the Goods ascertained at delivery.

Jelivery.

The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being

at delivery.
(3) The Merchant shall inspect Containers before sturing utern and the Merchant shall inspect Containers before sturing utern and the Merchant, or on its behalf, shall not be binding on the Carrier, and the description of the Goods stuffed in a sealed Container by the Merchant, or on its behalf, shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarder. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed Container, and the Carrier makes no representation as to the contents of a sealed Container, and the Value, quantity, quality, description, condition, marks or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars, or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars, or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars, or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars, or number and/or details of the Merchant and for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier is fability under this Bill of Lading. The Merchant acknowledges that, except as provided for in Clause 8 hereof, the value of the Goods is unknown to the Carrier.

13 MERCHANTS RESPONSIBILITY

declaration of value and shall in no way affect the Carrier's lability unuer use but a country.

To Clause 8 hereof, the value of the Goods is unknown to the Carrier.

13. MERCHANT'S RESPONSIBILITY.

13. MERCHANT'S RESPONSIBILITY.

13. MERCHANT'S RESPONSIBILITY.

14. Merchant's elimited as Merchant's clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for the due (1) The parties desired by any of them under this Bill of Lading.

(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set forth on the front of this Bill of Lading and that such particulars, and any particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and are not contraband, drugs or other liegal substances or sloweweys, and that the Goods will not cause loss, damage or expense to the Carrier or to any other cargo.

10. The contrabance of slowers of the Carrier is particulars that the Goods are the contrabance of the carrier is particulars that the Goods are the carrier is particulars to the carrier is particulars that the Goods will not cause loss, damage or expense to the Carrier or to any other cargo.

11. On the Carrier is particular to the Carrier is p

rrier.
The Merchant shall comply with all regulations or requirements of customs, port and other Authorities, and shall bear and pay all ties, taxes, fires, imposts, expenses or losses (including the full return Freight for the Goods if returned, or if on-carned, the full Freight curred and/or sustained by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering addressing of the Goods, and shall indemnify the Carrier in respect thereor.

FREIGHT AND CHARGES

or addressing of the Goods, and shall indemnity the Carrier in respect thereor.

I.4. FREIGHT AND CHARGES.

I.5. FREIGHT AND CHAR all Freigni, definitings and easonable attorney's fees incurred in conecumy sums add the control of the count costs, expenses and reasonable attorney's fees incurred in conecumy sums add to the deficient in the payment of Freight and charges.

INSPECTION OF THE GOODS

INSPECTION OF THE GOODS

In Comparison to whom the Carrier has subcontracted the carriage or any person authorized by the Carrier shall be titled, but under no obligation to open any Container or Package at any time and to inspect

e Goods. If by order of the Authorities at any place, a container must be opened for inspection, the Carrier shall not be liable for any so or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost such opening, unpacking, inspection and respection, and respective from the Merchant. It is present at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any til appears at any time that the Goods cannot safely or properly be carried or Container, the Carrier may without notice to the Merchant ut as its agent only lake any measure(s) and/or incur any additional expense to carry or to continue the carriage thereof, and/or species of the Goods, and/or abandon the carriage and/or store them ashore or afloat, under cover or in the open any place, whichever goods, and/or abandon the carriage and/or store them ashore or afloat, under cover or in the open any place, which are in its absolute discretion considers most appropriate, which abandonment, storage or disposal thereof shall be deemed to a consider the carrier and the control of the control of the carrier and the carrier a

17. LIENS
The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for General Average, Salvage charges and/or special charges conflibitions to whomsoever due. The Carrier shall also have a lien on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other under any other or not related to this Carriage. The Carrier may exercise its lien at any time and any place in its sole discretion, whether the contractal Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treatly, without notice to the Merchant. Nothing herein stall prevent the sale. The Carrier's lien shall survive delivery of the Goods.

18. DECK CARGO, ANIMALS AND PLANTS

Coods (other than Goods suffed in Containers) that are stated on the front of this Bill of Lading as contracted to be stowed "on deck"

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8. DECK CARGO, ANIMALS AND PLANTS

Goods (other than Goods stuffed in Containers) that are stated on the front of this Bill of Lading as contracted to be stowed "on deck" and are so carried, and all live animals, including fish and birds, or plants shipped hereunder, shall be carried solely at the risk of the Merchant, and the Carrier shall not be liable for any loss or damage of whatsoever nature arising during carriage by sea whether or not arising out of negligence on the part of the Carrier. The Carrier shall be bound to prove that he has fulfilled the special requirements of ransing out of negligence on the part of the Carrier. The Carrier shall be bound to prove that he has fulfilled the special requirements of ransing out of negligence on the part of the Carrier. The Carrier shall be bound to prove that he has fulfilled the special requirements of ransing out of negligence on the part of the Carrier shall be bound to prove that he sea carriage, the loss or damage has occurred due to the special risks inherent therein. The Merchant shall indemnify the Carrier against all or any out a costs incurred or any reason whatsoever in connection with the carriage of such live animals or plants.

19. METHODS AND ROUTES OF CARRIAGE

19. The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever;

(b) transfer the Goods from one conveyance to another including transshipment or carrying the same on another Vessel other than the (c) sall without pilots, proceed via any route, (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often;

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

carriage and shall not be a deviation.

MATTERS AFFECTING PERFORMANCE

20. MATTERS AFFECTING PERFORMANCE If at any filme the carriage is or is likely in the judgment of the Master to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, other than the inability of the Goods to be safely or properly carried or carried further, and howsoever arising (even though the dircumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), the Carrier (whether or not the carriage is commenced) may, at its sole discretion and without prior notice to the Merchant:

In the control of the

elects to invoke the terms of this sub-value, then are carrier shall be entired to the payment of our advantage in the Carrier may determine.

(3) abandon the circuit of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem contained the contained the carrier may deem contained the contained the contained the contained the contained the carrier in respect of such Goods shall entirely coase. The Carrier shall nevertheless be entitled to full Freight on the Goods received for shipment, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such port or place.

Where the Carrier elects to use an alternative route under Clause 20(1) or to suspend the carriage under Clause 20(2), same shall not prejudice its right subsequently to abandon the carriage.

21 DANCEROUS GOODS

prejudice its right subsequently to abandon the carriage. 21 DANCEROUS GOODS
At the time of shipping Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material) or which are or may become liable to cause damage or loss of any person, environment or property whatsoever, and whether or not so itself in any official or unpflicial, international or national code, convention, listing or table, the manaked and labeled and notify the Carrier in writing of their proper description, nature and the precautions to be taken. In case the Merchant fails to or inaccurately notifies the Carrier, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Freight. The Merchant shall indemnify, hold harmless and defend the Carrier, its servants, agents and Subcontractors and any third party concerned against all claims, liabilities, loss, damage, delay personal injury and/or death, costs, lines and/or penalties, and all reasonable legal expenses or not tife Merchant was aware of the nature of such Goods. Notwithstanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the Vessel, the crew and other persons on board or to other goods. However, nothing contained in this Clause shall deprive the Carrier of any of its rights provided for elsewhere, if any. his Clause shall deprive the Carrier of any of its rights provided SPECIAL, REFRIGERATED OR HEATED CONTAINERS

22. SPECIAL, REFRIGERATED OR HEATED CONTAINERS (I) Unless the Merchant and the Carrier agree in writing before shipment that specially ventilated, refrigerated or heated Containers will be used to ship the Goods and such agreement is noted on the front of this Bill of Lading, and the Merchant gives proper written notice to the Carrier of the nature of the Goods and of the particular temperature range to be maintained and/or special attention required and the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed, the Goods shall be carried in ordinary unventilated Containers.

the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed, the Goods shall be carried in ordinary unventilated Containers. Set of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thempostatic, ventilating or any other controls have been correctly set by the Merchant and that the temperature of the Goods and the refrigerated Container has been brought to the required temperature level before stuffing and that the Goods have been properly stower the Container whas been brought to the required temperature level before stuffing and that the Goods have been properly stower of the Container whale Goods how been the properly stower of the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods have been Merchant shall be responsible for the operation and maintenance of the Carrier shall enter the container while it is in (3) It a suggested temperature is noted on the foot of the Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus 2°C while the Goods are in its actual possession. The Carrier shall not be liable for the consequences of delivering the Goods at enterpretation of the Carrier shall not be liable for the consequences of delivering the Goods at enterpretation of the Carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall not be liable for the consequences of delivering the Goods and the carrier shall n

italiner in an efficient state.
In case of the Merchant's own Container, a set of emergency kit and an operation manual shall be supplied by the Merchant.
NOTIFICATION AND DELIVERY

23. NOTIFICATION AND DELIVERY (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not give les to any lidality on the part of the Carrier or relieve the Merchant of any obligation hereunder. (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Individual states a second of the control of the co

24. GENERAL AVERAGE AND SALVAGE
(1) General Average shall be adjusted, stated and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994 according to the laws and usages in 1994 except Rules XVII thereof and as to matters not provided for by the York Antwerp Rules 1994, according to the laws and usages in London, this covering all Goods carried on or under deck. General average on a Vesset not operated by the Carrier shall be adjusted according to the requirements of the operator of that Vesset. The Merchant shall give such cash deposit or other security as the Carrier any deem sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon

By Geth Sulficidit to Lover the estimated General reviews of common to the South Many Strategy and Special Report (for ediview). The Master considering that salvage services are needed, the Merchant speces that the Master shall act on its behalf in the control of the South Strategy and Strate

into this Bill of Lading.

26. NON-WSSEL-OPERATING COMMON CARRIERS

If this Bill of Lading is accepted by a Merchant acting as a non-vesseloperating common carrier (NVCCC), who has in turn concluded other contracts of carriage with third parties, the NVOCC hereby warrants
that the contracts concluded by him respect of the Goods subject to this Bill of Lading shall incorporate the Terms and Conditions of
this Bill of Lading. Such accounts the Contract of the Conditions of the Contract of

operating common carrier (NVQCC), who has in turn concluded other contracts of carriage with third parties, the NVQCC bereby warrants that the contracts concluded by him in respect of the Goods subject to this Bill of Lading shall incorporate the Terms and Conditions of this Bill of Lading. The NVQCC further warrants to indemnify the Carrier, its servants, agents and Subcontractors against all incorporate the Terms and Conditions of the Subcontractors against all provided in Clause 27(2) below, all claims against the Carrier must be brought and heard exclusively in the Shangpai Maritime Court of P. R. China. Except as provided elsewhere in this Bill of Lading, laws of P. R. China shall apply to such claims. (2) Where the shipment covered by this Bill of Lading is to or from the United States of America (including its districts, territories and infaritime Court of P. R. China. Except as provided elsewhere in this Bill of Lading, laws of P. R. China shall apply to such claims. (2) Where the shipment covered by this Bill of Lading is to or from the United States of America (including its districts, territories and possessions), all claims arising hereunder must be brought and heard exclusively in the United States District Court for the Southern District of New York, or If that court is not competent to hear the matter, in any competent state or oily court located in New York Court of New York, or If the Court is not competent to hear the matter, in any competent state or oily court located in New York Court of the Vision of the Visi

No servent, agent or Subcontractor of the Carrier shall have the power to waive or vary any Terms and Conditions of this Bill of lading insess such waiver or variations is in witing and is specificatly authorized or approved in writing by the Carrier. In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in General Average to the payment of any scarrides, lossess or expenses of a General Average have the made or incurred a shall pay stayle and sail the salving ship belonged to strangers.

The salving ship belonged to strangers.

The following clauses are applicable only when document used as a Sea Waybill

30. Delivery will be made to the consignee or its authorized representative upon presentation of a delivery receipt or other evidence of identity are waited to the consignee or its authorized representative upon presentation of a delivery receipt or other evidence of identity are waited in the salving ship belonged to strangers.

31. Except as provided in this Sea Waybill, the contract of carriage as evidenced by this Sea Waybill is subject to the Terms and Gonditions of the Carrier in so so and absolute discretion without the need of producing or surrendering a least of the Carrier in the salving ship to the Carrier in the Carrier in the Sea and absolute to the Carrier in the

Carrier will, subject to a complete discharge amended 20210723)