# Terms and conditions of Yang Ming's Bill of Lading

RECEIVED by the Carrier from the Merchant in apparent external good order and condition (unless otherwise noted herein) the total number of Containers, or if the Goods are not shipped in Containers, the total number of packages or other shipping units specified in the box marked "No. of Pigs, or Contain Carriage subject to all the terms and conditions hereof (including the terms and conditions on the reverse hereof and the terms and conditions of Carrier's applicable Tariff) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable. If required by the Carrier, this lill, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as if signed by the Merchant, any local custom or privilege to be contrary notwithstanding, and agrees that all agreements or engagements for the shipment of the goods are expressed by this lill. ber of Containers, or if the Goods are not shipped in Containers, the total number of packages or other shipping units specified in the box marked "No. of Pkgs. or Containers" for ditions of Carrier's applicable Tariff) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable

- words whether contained on the front or back have the meanings hereby assigned: ns (A) Bill of Lading if this document is issued as a Bill of Lading, or (B) Sea Waybill if this document is issued as a Sea Waybill anding anything else contained in or incorporated into this Bill, if it is issued as a Sea Waybill, it will not be a document of title to the The following (1) "Bill" mea Notwithsta

- Teill "means (A) Bill of Lading if this document is issued as a Bill of Lading, or (b) Sas Wayhill if this document is issued as a Sas Wayhill, twill not be a document of titls to the Goods.
   Tearrise" means the whole or any part of the operations and service undertaken by the Carrier in respect of the Goods covered by the Bill.
   "Carrise" means the party on whose behalt this Bill is issued, as well as the Vessel and/or her Owner, denies charter (if bound hereby), the time of Coverse is the second of the Coverse of the Goods covered by the Bill.
   "Carrise" means the party on whose behalt this Bill is issued, as well as the Vessel and/or her Owner, denies charter (if bound hereby), the time of "Coverse" means the United States Carrise of Goods by Sas Act, approved on April 16, 1936.
   "Corasime" includes any ISO standard container, trailer, transportable tank, flat rack, and/or other item of transportation equipment in conformation.
   "Corasime" includes any ISO standard container, trailer, transportable tank, flat rack, and/or other item of transportation equipment in conformation.
   "Corasime" includes any ISO standard container, trailer, transportable tank, flat rack, and/or other item of transportation equipment in conformation.
   "Corasime" means the whole or any part of the cargo received from the Merchant and includes any equipment or Container(s) not supplied by or on behalf of the Carrier in accordnance with the galaximation to Bill of Lading is gond at Brusses.
   "Holder" means any Person for the time being in possession of this Bill (if Issued as a Bill of Lading) to whome the property in the Goods are based.
   "Holder" means any of the facility and/or the place of Dolivey are indicated on the face hereof in the relovant spaces.
   "Multimodal Transport" and is the Apart Or the space of Subiery are indicated on the acare entromical by the Carrie, or loaded on Board my of the fir

CARRIER'S TARIFF.
 The terms and conditions of Carrier's applicable tariff are incorporated herein, including those provisions relating to Container and vehicle demur Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In the event of any inconsistency between Bill and the applicable Tariff, this Bill shall prevail.

MERCHANT'S WARRANTY
 The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning, or entitled to possession of the Goods

EXEMPTIONS AND IMMUNITIES OF SERVANTS, AGENTS, STEVEDORES AND OTHER SUB-CONTRACTORS.
 (11) The Carrier shall be entitled to sub-contract the whole of any part of Carriage on any terms whatsoever.
 (2) In contracting for the following exemptions and limitation of, and exoneration form, liability, the Carrier is acting as agent and trustee for all other Persons named in this classes. It is understood and agreed that, other than the Carrier, no Person, firm a corporation or other legal entity whatsoever (including the Master, officers and creater of the vessel, agent, Underlying Carriers, Sub-Contractors and/or any other independent contractors whatsoever utilized in the Carriage is, or shall be denied to be, liable with respect to the Goods, as Carrier, balle or otherwise. If, however, it shall be adjudged that any Person other than the Carrier or balle or othe Goods, are under therein, then all exemptions and limitations of, and exonerations from, liability provided by law or by the terms in the Bill shall be available to such Person.
 (3) It is also agred that each of the adrementioned Persons referred to in the preceding Cause are intended beneficiaries, but Conting resulting from their fault or negligent.

### 5. SCOPE OF THE VOYAGE

OPE OF THE VOYAGE The Individue arriage may include the use of Underlying Carriers and it is expressly agreed that the use of such Underlying Carriers shall not constitute a deviation. In this regard, the Carrier may at any time, and without notice to the Merchant, use any means of carriers age or storage whatsoever, transfer the Goods from an conveyence to another, including transhipping or carrying the Goods on a Vessel other than that (3) specified on the face hereof, proceed by any route in Carrier's discretion (whether or not the nearest or most direct, customary or advertised or the face at any place or port whatsoever, load and uniolad the Goods and a Vessel or port (whether or not such port is named on the face of this Bill as the port of loading or the port of discharge) and store the Goods at any place or ports, and/or comply with any ordes or recommendations given by any government to colal authority or any Person or body acting or purporting to act on behalf of such government or local authority. The liberties set out in this clause may be involved by the Carrier for an purpose whatsoever, whether or not connected with the Carriage of the Goods, not limited to Parsons involved with the operation or maintenance of the Vessel) and assisting Vessel(s) and a thatabons. Anything done in accordance with this clause or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

### BERTY CLAUSE

EERTY CLAUSE If at anytime the Carriage is or is likely, to be affected by any situation which has given, or is likely to give rise to danger, injury, loss, delay, risk of carriages the Goods, or if such a situation makes it in any way uncarke, impractation or unlawful or again function. The Goods or of such contractor utilized in the participant the Goods, or if such and the Goods, the Carrier may, at any time, in its sole discretion:
(1) Unpact the Goods, or if such and the Goods, the Carrier may, at any time, in its sole discretion:
(2) Contractor or the Merchant;
(2) Contractor of the Goods, the Carrier may, at any time, in its sole discretion:
(3) Expression to that indicated in this Bill or the Goods in curve, which were is applicable, by any atternative route or means of transportation to that indicated in this Bill or that which is usual for Goods consigned to that port of discharge or place of delivery, and any such transportation to that indicated in this Bill or thet which is usual for Goods consigned to that port of discharge or place of delivery and any such transportation to that indicate and the Bill or the two statics;
(4) Suband the Carriage of the Goods as to the maximum period of suspension of the Carriage. Any additional Freight or charge shall be for the account of the Merchant; or
(4) Abandon the Carriage of the Goods and tapice them at the Merchant's disposal at any place or port which the Carrier may deem astef and convenient, whereupon the Carrier responsibility in regard to the goods shall cease. Notwithstanding the abandonment, the Carrier has a dorse are or apprehension of war, whether account of the disclared, hostilities, warking or belignerent acts or operations, risk, cuivicommotions or rother disturbances, stored war, whether are the disclared, hostilities, warking or belignerent acts or operations, risk, cuivicommotions or rother disturbances, stored war, whether the disclared hostilities, sanitary or other similar regulations or res

congestion of port, wharf, sea terminal, or the facilities or any Sub-Contractor or Underlying Carriers used in the Carriage covered by this Bill. RENET'S RESONGUEINT NO. CLASE PARAMOUNT. (1) Port-to-Port Shipment - when loss or damage has ocurred between the time of loading the Goods by the Carrier, or any Underlying Carrier, at the port of loading the time of lo from the vesse, ... Sub-Contractor. (2) Multimodal Transport -(A) With respect to Mult Underlying Carrier, s

- rom the Vessel provided, however, that the Goods at said times are in the actual custody of the carrier or any Underlying Carrier's or Sub-Contractor.
  (2) Multimodal Transport (3) With respect to Multimodal Transportation from, to, or within the United States, when the Goods are in the custody of the Carrier, or any Underlying Carrier's such Multimodal Transport will be governed by the provisions of Cause 7(1).
  (3) Biability will be governed by and be subject to the terms and conditions of the Underlying Carrier's Bill and/or, where applicable, the ICC Uniform Bill of Lading together with the Underlying Carrier's Tarff which shall be incorporated herein as if set forth at length. Notwittstanding the vervent there is a private contract of Carriage between the Carrier and any Underlying Carrier's Bill and/or, where applicable, the ICC Uniform Bill of Lading together with the Underlying Carrier's Tarff which shall be incorporated herein as if set forth at length. Notwittstanding the vervent there is a private contract of Carriage between the Carrier and any Underlying Carrier's Bill and/or, where applicable, then the Hague (2).
  (2) With respect to all water Multimodal Transport outside the United States where COGSA is not computable, the the Carve and the Carriage Carriage of Carriage States and Carriage balls were the Carriage Carriage State Carriage (2).
  (4) With respect to rail or road transportation within a State other than the United States, then liability all carriage between countries in Europe according to the International Agreement on Railway Transport (CIM), dated Hay 19, 1956; and during rail Carriage between countries in Europe according to such State and/or any International Corvention which is compulsionity applicable by the laws of such State. In the absence of such laws or conventions then the provisions of ficuse 7(2)(F) will apply.
  (4) In the event the provisions of this sub-section 7(2) is which appet of the Garriage Covered by t

### 8. CONTAINER PACKED BY CARRIER

Where the goods, receipt of which is acknowledged on the face of this Bill, are not already contained in Container(s) at the time of such receipt, the Carrier shall be at liberty to pack and carry such Goods in Containers.

- Carrier shill be at likety to pack and carry such Goods in Containers.
   CONTAINER PACKED BY MERCHANT RESPONSIBILITY.
   Where the Goods have been packed into Container(s) are a furnished by the Merchant, it is mutually agreed that,
   (1) Any statement of this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value, or other particulars of the container(s) are a furnished by the Merchant and are unknown to the Carrier and the Goods have been packed into Container(s) are a furnished by the Merchant and are unknown to the Carrier and the Goods have been packed into Container(s) are at furnished by the Merchant and are unknown to the Carrier and the Goods have been complete responsibility for the packatoging, securing, and stuffing of the container (s) are doing and sealing of the Container(s) and the fitness of the Container(s) and a stuffing of the container (s), the closing and sealing of the Container(s) and the fitness of the Container(s) are delivered by the Carrier ansing from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) are delivered from the Carrier is all identification reference as well as the Container(s) are the Goods invite the Goods invite that the carrier any loss or damage or any tobe consequences arising or resulting authorities for inspected from the Carrier with seal instruct, the Carrier have loss of any mission or the Goods and the seal of the Container(s) are delivered from the Carrier snellgence. In case the seal of the container(s) are delivered from the Carrier inselligence. In case the seal of the container(s) are delivered from the Carrier inselligence. In case the seal of the container(s) are delivered from the Carrier inselligence. In case the seal of the container(s) are delivered from the C
- The Merchant hais to receiver the Containe(5) as a foresaid, all charges in connection herewith shall be come by Merchant.
   O.CARREFS CONTINER MERCHANT'S RESPONSIBILITY
   (1) The Merchant shall inspect the Container(5) which are lent, leased, or in any way furnished by the Carrier before the Goods are packed into such Container(s), and the Container(s) and the Container(s).
   (2) The Merchant shall assume full responsibility and indeminity the Carrier for any loss or damage to the Goods by reason of insufficient or unsound condition of this agents or carriers engaged by or on behalf of the Merchant, sing and the Carrier's Container(s) and/or other equipment which occurred while in his possession or in possession of his agents or carriers are nagaged to the Container(s) is many easy, be liable for, and the Merchant is precluded the Carrier's Container(s) and/or other equipment which occurred while in his possession or in possession or babil of the Merchant, and the Merchant is precluded the Carrier's Longiant, any loss or damage to the Container's Container(s) is in the possession of, or behalf of the Merchant, or the Merchant's and the Carrier's Container(s) is in the possession of, or behalf of the Merchant, or the Merchant's agent by or on behalf of the Merchant.

11. SPECIAL CONTAINERS AND PERISHABLE GODDS. Unless specially requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20 or 40 foot standard dry Container(s). In the event the Carrier agrees to carry the Goods in a special Container(s) such as a refrigerated, heated or insulated Container(s). Goods of a perishable nature shall be carrier in such dry Container(s) much as a refrigerated, heated or insulated Container(s). The Merchant is regulated to give written notice of requested temperature satings of the thermostatic controls before receipt of the Goods by the Carrier. When a loaded Container(s) is received, the Carrier will verify that the thermostatic controls after and repair) during all times Defore the proper stowage of the goods within the Container(s), for setting the temperature (including maintenance and repair) during all times Defore the proper stowage of the goods within the Container(s), for setting the temperature (including maintenance and repair) during all times Defore the proper stowage of the goods within the Container(s), for setting the temperature (including maintenance and repair) during all times Defore the during are requested. The Merchane is responsibles or transit times in excess of the produce shell file. The Merchane is specifically advised that trefforeated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of coods, but solely to maintain the temperature as received of the Container(s) was delivered to the Carrier. Carrier shall be deemed to have fulfilled its ability advised that trefforeated, ability advised that treemperature designated in writing by the Merchant in the life. 3. 6 degrees carring of any carrying temperature designated in writing by the Merchant in the life. 3. 6 degrees carrier(s) and the analyzed container(s) which are shipped by during all the defore the have shifted or temperature destandor coid wheat adv/coid with are shipped by Merchant in st

- TRUMAGE ON DECK
  TOWAGE ON DECK
  (1) The Carrier has the right to carry the Goods in Container(s) on deck, whether the Container(s) are owned or leased or have been packed or stuffed, by or on behalf of the Merchant or the Carrier. When Goods in Container(s) are carried on deck, the Carrier is not required to specially note, mark or stamp any statement of on deck Carriage on the face hered, any custom to the contrary notwithstanding. The Goods so carried shall be subject to the contrary notwithstanding. The Goods so carried shall be subject (2) Methemplanding classical 2(1) is provided for an the Coode special carried in the Carrier is not required on deck and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsever for loss, damage or delay, howsoever arising.
- LIVE ANIMAL, PLANTS AND PERISHABLE GOODS The Carrier shall not be responsible for any accident, disease, mortaility, loss of or damage to live animals, birds, reptiles, fish, plants and perishable Goods arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of this Bill.

- of all the provisions of this Bill.
  DANGEROUS GODDS AND CONTRAAND
  (1) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious
  or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the Carriage of such Goods. Such
  or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the Carriage of such Goods. Such
  or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the Carriage of such Goods. Such
  or dangerous nature only upon the Carrier's dargerous in the second of redefining them innocuos, with
  the full undertake to ensure that the nature of the goods referred to in the preceding paragraph is distictly and permanently marked
  and manifested on the outside of the Goods and Container(s) and shall also undertake to submit the documents or certificates required by any
  applicable statutes or regulations or by the Carrier.
  (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the foregoing or the Goods are found to be
  contraband or prohibited by any law or regulations of the port of loading, discharge or otherwise disposed of at the Carrier's discretion without
  compensation and the Merchant shall be liable to indemnify the Carrier against any kind of loss, damage or liablity including loss of freight, and any
  versensed freidy or indirectly or indirectly or and ensuing from such Goods. Carrier under the foregoing whenever it is apprecised of the Carrier's discretion without
  compensation and the the terms of this clause may seem likely to become dangerous to the Carrier's discretion differity Garrier's,
  Sub-Contrators, Persons and/or other property. The Carrier has the right to integrot the contexts, etc.

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NBLE GOODS The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jeweiry, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currencies, securities, negotiable instruments, writing, documents, pictures, embrideries, works of art, curics, helriooms, collections of every nature or any other valuable goods whatsoever including Goods having particular value only for the Merchant, unless the true nature and value thereof have been declare in writing by the Merchant before receipt of the Goods by the Carrier and inserted in this bill and unless ad valorem freight shall have been fully prepaid therecon.

### CONDENSATION, ETC

Concersation, etc. . It is agreed that superficial rust, oxidation or condensation inside the Container(s) or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the Carrierge of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all special Freight, as required, must be paid by the Merchant.

RNMENT REGULATION AND PENALTY The Merchant shall comply with all regulations or requirements of Customs, Government authorities port and other authorities, and shall bear and pay all duties, taxes, fines, impose, expenses or losses incurred or suffered by reason of any failure to comply with such regulations, or by reason of any lingual, incorrect, or insufficient marking, number or addressing of the Goods, or the discovery of any drugs, narcotcs, stowaways or other thereof. FICATION AND DELIVER

- IOTFICATION AND DELIVEXY
   IOTA provide the determinant of the service of the determinant of any obligations hereunder.
   IA way mention in this Bill of parties to be notified of the arrival of the decode is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligations hereunder.
   If the Merchant fails to take delivery of the Goods, or any part thereof, in accordinance with this Bill, the Carrier may without notice remove the Goods, or that part thereof, and/or store the Goods, or any part thereof, and/or sole to the construct of the Carrier may without notice remove the Goods, or that part thereof, and/or store the Goods.
   (4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill.

# REIGHT AND CHARGES

- REIGHT AND CHARGES
  (1) Freight shall be payable at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or an ad valorem
  basis, or per Container or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be
  calculated on the basis of the description of the Goods furnished by the Merchant, but Carrier may at any time, weight, measure and value the Goods
  freight is payable, the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measure and value the Goods
  shall be considered completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the care may be, whether the Freight to groups of discharge or completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the case may be, whether the Freight to groups or the prepaid or be stated or intended to be prepaid or to be stated or intended to be prepaid or to be stated or intended to the prepaid or to be stated or intended to the prepaid or to be stated or intended to the prepaid or to be stated or intended to the prepaid or to be stated or intended to be prepaid or to be stated or intended to be prepaid or to be stated or the development of the prepaid or to be stated or intended to be prepaid or to be stated or intended to the prepaid or to be stated or intended to be prepaid or to be stated or intended to be prepaid or to be stated or intended to be prepaid or to be stated or intended to be prepaid or to be stated or intended to be prepaid or to be stated or intended to the prepaid or to be stated or the development of the Goods shall be context. And every shall be load in fail and the additional more in the Goods in the Goods in the Goods in the Goods in the Carrier's option, in its equivalent in local currency at bank demand rates of exchange in Nev York as of the date payment of hereight or incharges set the development of the Goods in the Goods and anount.
  (1) The Merchant and

the Carrier's and shall be index a Lyper's sole risk. BEAL VERGAG AND SALVAGE () 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, and as to matters not provided for in these rules according to the laws and usages of the port or place of adjustment, and in the currency selected by the Carrier. Average agreement and bond, together with such additional security as may be required by the Carrier, shall be furnished before delivery of the Caods. denage, damage or disaster before or after commencement of the visoge resulting from any cause whatbaceve, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statuse, contract or otherwise, the Goods and the Merchani Jointy and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect to the goods. If a salving Vessel is conned or operated by the Carrier, salvage shall be paid for as fully and in the same maner as it such salving Vessel to strangers. In the event the Master considers that salvage services are needed, the Merchant agrees that the Master may act as his agent to settle salvage enumeration.

21. BOTH TO BLANE COLLISION If the Vessel comes into collision with another Vessel as a result of the negligence of another Vessel and any act, neglect or default of the master marine, pilot or the servants of the owner of the Vessel and in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might incur directly or indirectly to the other or non-carrying Vessel essel or her owners insofar as such liability represents loss of or damage to his goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying Vessel or her owners to the Merchant and set-off recouped or recovered by the other or non-carrying Vessel or her owners, operators or those in charge of any Vessel or Vessel or objects or the owner thereof. The foregoing provisions shall allo solpy where the owners, operators or those in charge of any Vessel or vbessel or objects other than, or in addition to, the colliding Vessel or objects are at fault in respect of a collision or contract.

. NOTICE OF CLAIM AND TIME FOR SUIT Unless notice of loss of damage and a general nature of such loss or damage be given in writing to the 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 be not apparent, within three days after delivery, the Goods shall be deemed to have been delivered as described in this Bill. In any event the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery delay, loss or damage unless as unit is brought within one year after delivery of the Goods or the date when the Goods should have been

- 23. LIMITATION OF LIABILITY

   (1) The Carrier doesn't undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in Clause 7 the Carrier shall in no circumstances be liable for any indirect or consequential loss of damage Goods, seculisity. In ordinal charges and/or demurge December 2014 to the Carrier's lability shall be limited to the occon freight pail under this Bill for the delayed Goods, seculisity. In ordinal charges and/or demurge December 2014 to the carrier doesn't be liable for any loss of port for any consequential loss.
   (2) In the event this Bill covers the Goods moving to or from a port of final destination in the United States, the Carrier's hall be limited to the cost freight pail under this Bill for shall be adjusted and settled on the basis of the net movice value of the Goods. In no event shall the Carrier be liable for any loss of port for any consequential loss.
   (3) In the event this Bill covers the Goods moving to or from a port of final destination in the United States, the Carrier shall have adjusted and settled on making those rules compulsionly applicable to the Goods shall in no event exceed to the Goods shall no event shall be adjusted and any legislation making those rules compulsionly applicable to this Bill, the Carrier shall in no event shall be for any loss or damage to ri nonection with the Goods in an under kine of kines of shaped in package, 666.67 SDBs per customary freight unit. or 2 SDBs per kine. If such limitation and unit the country in which the action is brough shall be applied.
   (4) The adventations of liability set fort in the groving shall be applied.
   (5) The Goods shall in set or damage shall be adjusted pro rata on the basis of such declared value and if the declared value is higher thrank the set or set or advalane or the Goodshare ad

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# Neither the Carrier nor any Underlying Carrier or Sub-Contractor utilized by the Carrier in the performance in this Bill Contract shall be liable to answer for or make good any loss or damage to the Goods occurring at any time the Goods are considered to be in Carrier's custody including the period before loading, or after discharge from the Vessel, by reason or by means of any fire unless such fire shall be caused by the actual fault or privity of the Carrier.

25. LIEN 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/or any other contracts with the Merchant and expenses incurred by the Carrier for the account of the Merchant and for general average and salvage contributions to whomsover do and for the costs of recovering same and for any penalities and assessments charged to the Carrier as a result of its Carriage of the Goods. In order to recover for such charges the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

Except a otherwise provided specifically herein any claim or dispute arising under this Bill shall be governed by the law of England and determined In the English courts to the exclusion of the jurisdiction of the courts of any other place. In the event this clause is inapplicable under local law then jurisdiction and choice of law shall lie in leither the port of loading or port of discharge at arirer's option. 2010/08