BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS

The following words both on the face and back hereof have the meaning hereby assigned:

(a) "Carrier" means the party on whose behalf the Bill of Lading has been signed.

(b) "Merchant" includes the shipper, consignee, owner and receiver of the Goods, the Holder of this Bill of Lading, and any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person. All of the persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant in this Bill of Lading.

(c) "Goods" means the cargo described on the face of this bill of lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

(d) "Vessel" includes vessel, ship, craft, lighter or other means of transport which is or shall be substituted, in whole or in part, for the vessel named on the face hereof.

2. CLAUSE PARAMOUNT

This Bill of Lading shall have effect subject to the provisions of any legislation relating to the carriage of goods by sea incorporating therein the Hague-Visby Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels the 25th August 1924 and the Protocol to Amend the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, Brussels, February 23, 1968 or the COGSA 1936, if the shipment is coming from or going to the port in US, which is compulsory applicable to the contract of carriage evidenced hereby, and where no such legislation is applicable, as if the Rules schedule thereto (or any statutory modification or re-enactment thereof) applied hereto and were incorporated herein.

The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this contract. If, or to the extent that, any term of this Bill of Lading is repugnant to or inconsistent with anything in the said legislation and schedule as the case may be, it shall be void.

3. IDENTITY OF CARRIER

The contract evidenced by this Bill of Lading is between the Merchant and the Carrier named herein (or the party on whose behalf this Bill of Lading has been signed). The Carrier shall be the party responsible as carrier for the Goods and shall be liable for the performance of the contract of carriage in accordance with the provisions of this Bill of Lading. The Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability and responsibility provided by law or by the terms of this Bill of Lading.

4. GOVERNING LAW AND JURISDICTION

Except for Clause 22 and Clause 23, and unless otherwise expressly provided in this Bill of Lading, all other terms and conditions of this Bill of Lading shall be construed in accordance with and governed by the laws of Hong Kong. Any and all disputes arising out of or in connection with this Bill of Lading shall be governed by the laws of Hong Kong and shall be exclusively submitted to the competent courts in Hong Kong.

5. NON-VESSEL OPERATING COMMON CARRIER ("NVOCC")

If this Bill of Lading is accepted by a Merchant acting as a Non-Vessel Operating Common Carrier ("NVOCC"), the NVOCC warrants that all contracts of carriage entered into with third parties in respect of the Goods, including any house bill of lading, shall be on back-to-back terms and shall fully incorporate and mirror all terms and conditions of this Bill of Lading, including the law and jurisdiction clause. The NVOCC shall indemnify and hold harmless the Carrier, its servants, agents and subcontractors against all losses, liabilities, claims, costs and expenses arising out of or in connection with any breach of this clause.

6. HIMALAYA CLAUSE

(a) For the purposes of this contract, the term "servant" shall include the owners, managers, and operators of vessels (other than the Carrier); underlying carriers; stevedores and terminal operators; and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

(b) It is hereby expressly agreed that no servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant or other party to this contract for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the servant's part while acting in the course of or in connection with the performance of this contract.

(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such servant of the carrier, who shall be entitled to enforce the same against the Merchant.

(d) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such servant. The servant shall also be entitled to enforce the foregoing covenant against the Merchant; and The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the carrier against all consequences thereof.

7. PERIOD OF RESPONSIBILITY

(a) The Carrier's responsibility for the Goods shall commence at the time when the Carrier or its subcontractor has received the Goods at the port of loading, container yard (CY) or container freight station (CFS), and shall cease when the Goods have been delivered or made available for delivery at the port of discharge, container yard (CY) or container freight station (CFS), as stated on the face of this Bill of Lading.

(b) Where the Carrier undertakes or arranges inland or multimodal transport, the Carrier's responsibility shall extend throughout the entire transport from the place of receipt to the place of delivery, as stated on the face of this Bill of Lading, subject always to the applicable law and the terms and conditions of this Bill of Lading.

(c) With respect to Goods in the custody of the Carrier or its subcontractors before loading onto the Vessel or after discharge therefrom, the Carrier shall be liable for loss of or damage to the Goods only to the extent that such loss or damage is proven to have been caused by the Carrier's negligence or failure to exercise due care.

8. SCOPE OF VOYAGE

The scope of voyage herein contracted for shall include usual or customary or advertised ports call whether named in this contract or not, and any other ports in or out of advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port discharge or in a direction contrary thereto, or depart from the direct or customary route. The Vessel may call at any port for the purpose of the current voyage or prior or subsequent voyage. The Vessel may omit calling at port or ports whether scheduled or not, and may call at the same port more than once, may either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compasses and other navigational instruments, dry dock, go on ways or repair yards, shift berths, take fuel or stores, embark or disembark any person, carry contraband, explosives, munitions, warlike stores, hazardous goods, remain in port, sail with or without pilots tow and towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

9. SUBSTITUTION OF VESSEL, TRANSSHIPMENT AND US INLAND CARRIAGE

(a) Whether arranged beforehand or not, the Carrier shall be at liberty without notice to perform the contract of carriage by forwarding the whole or any part of the goods at any time or place by the named or any other vessel or vessels, craft or other means of transportation by water, land or air, whether owned or operated by the Carrier or others and whether departing, arriving or scheduled to depart or arrive before or after the named vessel. In case the goods cannot be found at the port of discharge, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge, at Carrier's expense but the Carrier shall not be responsible for any loss, delay, depreciation or damage arising from such miscarriage and forwarding.

(b) The Carrier shall have the liberty to transship and/or reship goods to other vessels, craft or other means of transportation to perform the contract of carriage at Merchant's risk and in all cases the Carrier acts as agent for the Merchant only, and is authorized to accept the term of any substituted carriage, even though less favorable to the Merchant than those contained in this Bill of Lading.

(c) The responsibility of the Carrier shall be limited to the part of the transport performed in his own vessel or vessels and the Carrier shall in no event be responsible for loss, damage or delay arising during any other part of the transport, even though the freight for the whole transport has been collected by the Carrier. It is understood and agreed that in case of through transportation in which the Bill of Lading is issued for the whole transport and a part of which is performed by other carrier or carriers, the Carrier shall only be held responsible under the terms and provisions of this Bill of Lading during the part of its own carriage.

(d) Where the Carriage called for by this Bill of Lading includes land carriage in the United States of America, the Merchant has the option of having the rights, remedies, and obligations of the parties in respect of such land carriage governed by the U.S. Carmack Amendment. To exercise that option, the Merchant must specify Carmack Amendment coverage at the time of booking and pay additional freight. The Merchant's failure to do so shall be deemed an election to forego Carmack Amendment coverage and have the rights, remedies, and obligations of the parties determined in accordance with this Bill of Lading.

10. LOADING, DISCHARGE AND DELIVERY

Loading shall take place as fast as the Vessel is able to load, by day and if required by the Carrier also by night, Sundays and holidays, if goods contracted for shipment are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such goods, and the Vessel may leave the port without further notice and dead-freight is to be paid. The Carrier is entitled to land and receive the goods or to appoint a person or a corporation for the landing and reception of the goods. Whether appointed by the Carrier or not, anybody so acting is the Merchant's representative and the Merchant shall pay current charges whether delivery is taken over-side or on quay. The Merchant must be ready to take delivery of the goods as soon as the Vessel is ready to deliver as fast as she is able to discharge, by day and if required by the Carrier also by night, Sundays and holidays. The Merchant shall be liable to the Carrier for any overtime charges, losses, costs and expenses incurred by the Carrier if the Merchant fails to tender or take delivery of the cargo as fast as the Vessel can load or discharge. If the goods are not taken by the Merchant at the time when the Vessel is entitled to call upon him to take delivery, or if they are not removed alongside the Vessel without delay, the Carrier shall be at liberty at the sole risk and expense of the Merchant to enter the goods to move them to land them on to or to discharge them into craft, hulk, lighters, pack or unpack the container(s) and/or sell them with or without legal authority, and the contract of carriage shall be considered as fulfilled. The Merchant shall accept its reasonable proportion of unidentified loose cargo. If the goods have been loaded into containers by the Merchant, its agents, servants or consolidators or inland carriers, the Carrier shall not be required to separate or deliver the goods according to brands, marks, number, sizes or types of packages contained in such container(s) but only to deliver total number of containers shown on the face hereof. The Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by: (i) negligent filling, packing or stowing of the container; (ii) the contents being unsuitable for carriage in container; or (iii) the unsuitability or defective condition of the container unless the container has been supplied by the Carrier. If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed and clean, free of odor and fit for immediate use to the point or place designated by the Carrier. Should a Container not be returned within the time prescribed in the tariff or not in the same order and condition as upon release, the Merchant shall be liable for any detention, demurrage, cleaning fees, repair costs, or expenses incurred as a result thereof. All containers shall be the joint and several responsibilities of the shipper and the consignee and shall be re-delivered clean and undamaged to a place nominated by the Carrier, failing which the shipper and the consignee will be jointly and severally liable for all the costs of replacement, transportation, and repair, including legal costs and lawyer fees.

11. OPTION AND NOTIFICATION

The port of discharge for optional goods must be declared to the Carrier or Vessel's agents at the first arrival of the optional ports not later than 48 hours before the Vessel's arrival there or failing such declaration the Carrier may elect to discharge at the first or any optional port and the contract of carriage shall then be considered fulfilled. Any clause herein giving name of parties who desire to be notified of Vessel's arrival at destination is solely for the information of the Carrier and/or Vessel's agents and failure to notify the same shall not involve the Carrier in any responsibility or relieve the Merchant from any obligation hereunder.

12. GOVERNMENT ORDER AND CONTINGENCIES

The Carrier shall have liberty to comply with any orders, directions or recommendations as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by any person acting or purporting to act with the authority of any government, international organization or any department thereof, or by any committee or person having, or purporting to have under the terms of the Insurance on the Vessel's the right to give such orders, directions or recommendations. If by reason of or in compliance with, any such orders, directions or recommendations the Vessel does not proceed to the port or ports originally designated the Vessel may proceed to any other port which the Carrier or the Master of the Vessel at its discretion may select and there discharge the goods. If in the opinion of the Carrier or the Master the performance of the transport is or threatens to be unsafe, unlawful or inadvisable by the imminence or existence of war, warlike operations or hostilities, the container(s) may be devanned and/or the goods may be discharged at the port of loading or at any other port or place at the Carrier's or Master's discretion. If on account of actual or threatening epidemics, quarantine, ice, strikes, lock-outs, labor troubles, interdict, congestion, difficulties in loading or discharge, the Carrier or the Master of any time is in doubt as to whether the Vessel can safely and without delay or detention, reach, enter or leave the port of loading or reach or enter the port of discharge or there discharge in the usual manner, or proceed on the voyage safely or without delay or detention, the container(s) may be devanned and/or the goods may be discharged at the port of loading or at any other port or place at the Carrier's or Master's discretion. The discharge of the goods and/or their delivery or other disposition pursuant to any provision of this Article shall constitute complete delivery and performance under this contract and the Carrier shall be free from any further responsibility, in the event of any diversion, delivery or detention of the Vessel under such circumstances as provided in this Article and/or any services rendered in the goods hereunder, the Carrier shall be entitled to a reasonable extra compensation and shall have a lien on the goods for such charges.

13. STOWAGE

The goods may be stowed within forecastle, deck-store, deckhouse, shelter deck, passenger space, container(s) or any other enclosure. Unless stated as being carried on deck stowage within such enclosures, insofar as they are commonly used in the trade for the carriage of goods, shall constitute under deck stowage for all purposes including general average. The Carrier may re-stow the goods and temporarily discharge or land the goods for re-stowage, whenever the Carrier may consider it desirable. Live animals and live plants, when accepted, are received, loaded, landed, stowed, carried, discharged and delivered entirely and absolutely at the sole risk of the Merchant and without any warranty or undertaking whatsoever by the Carrier that the vessel is seaworthy fitted, manned, equipped and supplied for their reception, carriage and preservation.

14. DECK CARGO

With respect to goods carried on deck, and stated herein to be so carried, all risks of loss or damage by perils inherent in or incidental to such carriage shall be borne by the Merchant and the Carrier shall have the benefit of all the provisions of this Bill of Lading except those inconsistent with the provisions of this clause, and the Carrier shall have as provisions of this clause the benefit of all and the same rights, immunities, exemptions and limitations as provided for in Article 4 of the Hague Rules as if the same were set forth herein in full. In no event shall the Carrier be liable for any loss of or damage to goods so carried on deck arising or resulting from any cause whatsoever, including unseaworthiness, unless affirmatively proved by the Merchant to be due to the fault or neglect of the Carrier, but the Carrier shall not in any event be liable for any act, neglect or default in the navigation or the management of the Vessel. The Carrier shall at all times be at liberty to jettison any portion or all of such goods at its discretion.

15. PERISHABLE GOODS

Special stowage is not to be furnished unless contracted for an increased freight rate. The Merchant shall inform the Carrier prior to loading of any perishable goods and shall arrange special stowage, in default of which the Merchant shall assume all risk of damage and the Carrier shall have the right of reimbursement against the Merchant for any loss arising from such goods. The Merchant undertakes that the Goods have been pre-chilled before the stuffing into the container. The Merchant's attention is drawn to the fact that refrigerated containers are not designed to freeze down Goods which has not been presented for stuffing at or below its designated carrying temperature and the carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. In case the Carrier agreed in carry the perishable goods under special care the Carrier shall exercise reasonable care in maintenance of facilities while they are in its actual custody and under its control, but shall not be responsible for any kind of loss of or damage to the goods caused by latent defects, derangement, breakage and/or malfunction of refrigerating facilities. If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus 3°C permitted, and the Carrier shall exercise due diligence to maintain such temperature, plus or minus 3°C while the Goods are in its actual possession. The Carrier shall not be liable for any loss or damage caused by such temperature variation.

16. DANGEROUS GOODS AND CONTRABAND

(a) Goods known or suspected to be of a dangerous, flammable, radioactive, corrosive, explosive, or otherwise hazardous or damaging nature must not be tendered for shipment unless full written notice of their nature, characteristics, and classification, together with the name and address of the Merchant, has been provided to the Carrier in advance, and the nature of such goods is distinctly and permanently marked on the outside of the package and container. The Merchant shall also obtain the Carrier's prior written consent and any required special stowage order before shipment. The Merchant's obligation to provide such notice and obtain such consent is absolute and applies regardless of whether the Merchant had actual knowledge of the nature of the goods or whether there was any fault or negligence on the part of the Merchant.

(b) Failure by the Merchant to comply with the above shall render the Merchant fully liable for all loss, damage, delay, liabilities, fines, penalties, costs, and expenses of whatsoever nature arising out of or in connection with such shipment. The Carrier shall be entitled to impose any penalty, surcharge, or fee as published in the Carrier's tariff, website, or applicable regulations. Any such penalty or surcharge shall be cumulative and shall not constitute liquidated damages, nor shall it limit, waive, or prejudice the Carrier's right to recover full actual losses, damages, liabilities, and expenses.

(c) Any goods which are, or are deemed by the Carrier or by any civil, military, port, or health authority to be inflammable, explosive, noxious, hazardous, dangerous, contraband, or prohibited, or which become a danger to the Vessel, cargo, persons, or other property, whether shipped with or without disclosure, may at any time and without notice be landed, destroyed, jettisoned, rendered innocuous, returned, stored, or otherwise disposed of by the Carrier without compensation to the Merchant, at the sole risk and expense of the Merchant, whereupon the Carrier's responsibility for such goods shall cease.

(d) The Merchant shall indemnify, defend, and hold harmless the Carrier, its servants, agents, subcontractors, and the Vessel against all claims, actions, liabilities, losses (including but not limited to direct, indirect, and consequential losses, and loss of profit), damages, delays, fines, penalties, costs, and expenses whatsoever (including but not limited to legal costs and lawyers' fees) arising out of or in connection with such goods, including but not limited to: (i) loss of or damage to the Vessel, other cargo, containers, equipment, or property; (ii) personal injury, illness, or death of any person; and (iii) any liability to third parties, authorities, or insurers, howsoever arising.

17. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currencies, securities, negotiable instruments, writing, documents, pictures, embroideries, works of art, curios, heirlooms, 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 has been declared in writing by the Merchant before receipt of Goods by the Carrier and inserted in this Bill and unless ad valorem Freight thereon has been prepaid in full.

18. IRON, STEEL, METAL GOODS AND CONDENSATION

Any statement hereon that iron, steel or metal goods of any description have been shipped in apparent good order and condition does not involve any admission by the Carrier as to the absence of dent, bent, rust, oxidation corrosion or fresh water damage or other deterioration, for all of which the Carrier accepts no responsibility. It is further agreed that superficial rust, oxidation, or condensation (sweat) inside the container or any like condition due to moisture is not the responsibility of the Carrier.

19. AUTOMOBILE AND OTHER UNPACKED GOODS

The term apparent good order and condition when used in this Bill of Lading with reference to automobiles, rolling stocks, tractors, machinery and all other unpacked goods does not mean that the goods when received were free of visible bent, dent, scratch, hole, cut and/or bruise. It is mutually understood and agreed that such goods mentioned in preceding paragraph shall be construed insufficiency of packing in the meaning of Article 4 paragraph 2 (n) of the Hague Rules, and the Carrier shall in no event be held responsible for loss and/or damage resulting therefrom.

20. SETTLEMENT OF CLAIM AND LIMITATION OF LIABILITY

Any claim for which the Carrier may be responsible shall be adjusted and settled on the basis of the cargo value and in no event shall the Carrier be responsible for any loss of profit or consequential loss. The Carrier does not undertake that the Goods will be transported from or loaded at the place of receipt or loading or will arrive at the port of discharge or place of delivery or transshipment aboard any particular vessel or other conveyance at any particular time or to meet any particular market or in time for any particular use. The Carrier shall in no circumstances whatever and howsoever arising be liable for direct, indirect or consequential loss or damage or profits caused by delay. However, the Carrier's liability for delay in delivery of the Goods shall not exceed the total freight payable under the contract of carriage.

The Carrier shall not be responsible for any loss of or damage to or in connection with the goods in an amount exceeding: (a) For shipments to or from the United States: USD 500 per package or per customary freight unit (in accordance with US COGSA); (b) For all other shipments: The greater of 2 SDRs (Special Drawing Rights) per kilo of gross weight of the Goods lost or damaged or 666.67 SDRs per package, where the Hague-Visby Rules apply, unless the nature and value of such goods have been declared by the Merchant before shipment and inserted in this Bill of Lading and extra freight paid. Where the goods have been either packed into container(s) or unitized into similar article(s) of transport, by or on behalf of the Merchant, it is expressly agreed that each container (or similar article of transport) including the entire contents thereof shall constitute one package for the purpose of application of limitation of the Carrier's liability.

21. NOTICE OF CLAIM AND PRESCRIPTION PERIOD

In the event of any claim for loss, damage or injury, all rights of claim against the Carrier shall be forfeited unless notice of any such loss, damage or injury be given in writing at the time of the discharge of the goods, or within three days thereafter. In any event the Carrier and the vessel shall be discharged from all liability whatsoever, unless suit is brought within one year after the delivery of the goods or the date when goods shall have been delivered.

22. FREIGHT, CHARGES AND LIENS

(a) Full freight to the port of discharge and/or place of delivery named herein shall be considered as completely earned on shipment, whether the freight be stated or intended to be prepaid or to be collected at the port of discharge or destination or subsequently, and all charges due hereunder against the goods shall be paid to the Carrier as soon as incurred. The Carrier shall be entitled to such freight and charges whether actually paid or not, and to receive and retain them under all circumstances whatsoever, the Vessel and/or the goods lost or not lost or the voyage changed, broken up, frustrated or abandoned. The payment of freight and charges shall be made by the Merchant in cash without deduction, counter claim or off-set, in the currency named hereon or in other currency at Carrier's option. Interest at five percent (5%) per annum above the base lending rate of the central bank of the country in whose currency the freight is payable shall run from fourteen days after the date when freight and charges are payable.

(b) The Merchant shall be responsible for expenses for mending, baling, cooperage of and repairs to or replacement of packages resulting from insufficiency of packing or from excepted perils, and expenses incurred in fumigating, protecting, caring for, regaining the possession of or otherwise making for the benefit of the goods, and for all expenses and charges caused by extra handling of the goods for any of the aforementioned reasons.

(c) Any dues, duties, taxes and charges that may be levied on any basis such as amount of freight, weight of the goods or tonnage of the Vessel shall be paid by the Merchant.

(d) The Merchant shall be responsible for all fines and losses which the Carrier, Vessel or agents may incur through non-observance of Customs House regulations or through the exportation or importation of the goods being prohibited, refused, not granted license or delayed from any cause whatsoever.

(e) The Carrier shall have a lien on the goods, which shall survive delivery, for all freight, demurrage, charges and other amounts due under this contract and may enforce this lien, by all available means, including public or private sale and without notice upon the goods or any part thereof and any other property belonging to the Merchant which may be in the Carrier's possession. The net proceeds of any such sale, after deducting all costs and expenses in executing the lien, including legal costs and lawyer fees, shall be applied towards the settlement of the freight, demurrage, charges and any other amount due under this contract and the Carrier shall not be under any further obligation in respect thereof, except to account for the balance, if any, of such proceeds, the Merchant shall also remain responsible in the event the Carrier is unable to obtain such payment on exercising a lien on the goods.

23. GENERAL AVERAGE

General Average shall be adjusted, stated and settled at any port or place at Carrier's option according to York-Antwerp Rules 2016 and as to matters not provided for by the Rules, according to laws and usages of the port or place of adjustment, and in the currency selected by the Carrier the general average statement shall be prepared by their adjusters, if necessary, appointed by the Carrier. 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 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 sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belong to strangers.

24. 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 the servants of the Vessel in the navigation or in the management of the Vessel, the Merchant will indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to the goods or any claim whatsoever of 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 the owner thereof. 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 or contact.

25. FORCE MAJEURE

Neither carrier nor shipper shall be responsible for any loss, damage, delay, failure in performing hereunder, arising or resulting from any Force Majeure event. i.e. the occurrence of an event or circumstance beyond the control of carrier or shipper and could not have been avoided by the exercise of reasonable care, including, without limitation, the following: Act of God, act of war, perils of the sea, plague, epidemic, pandemic, act of public enemies, pirates or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process provided bond is promptly furnished to release the vessel or cargo; strikes, lockout, stoppage, or restraint of labor, of a third party from whatever cause, either partial or general; riot or civil commotion; insurrection; fire, flood, or explosion; interruption of transportation; embargo; prohibition of import or export; or governmental laws, orders, regulations, or restrictions provided, in the case of each of the foregoing, such event is beyond the reasonable control of the restrained party, i.e. the party who is unable to timely perform its obligations under this contract as the result of a Force Majeure event. The restrained party shall promptly notify, and provide documents or other sufficient evidence to the other party of the occurrence of a Force Majeure event and the effect that such event will have on the restrained party's ability to perform its obligation hereunder. Publication by carrier of appropriate notices in widely distributed trade publications shall also constitute notice to shipper. Upon receipt of such notice, (a) both carrier and shipper shall be excused from their respective obligations under this Contract to the extent and for the duration of the Force Majeure event, and (b) the minimum volume or portion shall be reduced pro rata based up to the length of the Force Majeure event and remaining term of this Contract.

26. EXCLUSION AND NON-APPLICATION OF ROTTERDAM RULES

Notwithstanding any other provision of this Bill of Lading, it is expressly agreed that the Rotterdam Rules (United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea) shall not apply to this Bill of Lading or to the Carriage hereunder, whether compulsorily, contractually or voluntarily, and whether in whole or in part. Nothing contained herein shall be deemed to incorporate or give effect to the Rotterdam Rules to any stage of the Carriage, and the Carrier expressly excludes the application thereof to the fullest extent permitted by applicable law.