

# WORLD CARGO TRANSPORT, INC

All property to be transported shall be held, carried, and delivered subject to the provisions of the Carrier's applicable Bill of Lading as follows:

## TERMS AND CONDITIONS

### 1. DEFINITIONS

"Carrier" means the party stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

"Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owning or entitled to possession of the Goods of this Bill of Lading, any person having a present or future interest in the goods or any person acting on behalf of any of the above mentioned persons.

"Goods" includes the cargo supplied by Merchant and includes any Container not supplied by or on behalf of Carrier. "Container" means NVO accepted terms by Common Carrier, by ocean or land, or equivalent measures of 20', 40', 40'HC, 45'.

"Carriage" means the whole of the operations and services undertaken or performed by, or on behalf of, carrier in respect of the goods.

"Place of receipt" means "Intended Port of Loading". "Intended Port of Delivery" means respectively the place of receipt, port of loading (Ocean Vessel), port of discharge (Ocean Vessel) and place of delivery nominated on the front thereof.

"Hague Rules" means the provisions of the International Convention for Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25<sup>th</sup> August, 1924.

"Hague-Visby Rules" means The Hague Rules as amended by the protocol signed at Brussels on 23<sup>rd</sup> February, 1968.

"COGSA" means the Carriage of Good by Sea Act of the United States of America approved on 16<sup>th</sup> April, 1936.

"Charges" includes freight and all expenses and money obligations incurred and payable by Merchant.

"Shipping Unit" includes the term "unit" as used in The Hague Rules and Hague-Visby Rules.

"Person" includes any individual, a partnership, a body corporate, or others entity.

"Stuffed" includes baled, consolidated, packed, loaded or secured.

### 2. CARRIER'S TARIFF

The provisions of Carrier's applicable tariff, if any are incorporated herein. Copies of such provisions are obtained from Carrier or his agents upon request or where applicable from a government body with whom the Tariff has been filed, in the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

### 3. WARRANTY

Merchant warrants that in agreeing to the terms hereof he is, or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

### 4. CERTAIN RIGHTS AND IMMUNITIES FOR CARRIER AND OTHER PERSONS

(1) Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(2) Merchant shall defend indemnify and hold harmless Carrier against any claim or liability, and any expense arising from the Carriage of the Goods insofar as such claim or liability exceeds Carrier's liability under this Bill of Lading.

(3) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against Carrier whether the action be found in contract or in tort.

### 5. CARRIER'S RESPONSIBILITY

(1) Clause Paramount

Subject to Clause 12 below

(A) If any portion of the Carriage is to or from the United States of America, COGSA shall apply and shall govern before loading and after discharge and during the entire time the Goods are in the custody of Carrier.

(B) In any trade that does not involve any carriage to or from the United States of America; The Hague Rules (excluding Article 9) shall apply, except where the Hague-Visby Rules are compulsorily applicable at the port of loading, in which case the Hague-Visby Rules shall apply.

(C) Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation, of any country (including, but not limited to where applicable any provisions, or sections 4281 to 4287 inclusive of the revised statutes of the States of America and amendments thereto and where applicable of the regulation available to the owner of the vessel(s) on which the Goods are carried.

### (2) GENERAL PROVISIONS

(A) Delay, Consequential Loss

Saved as otherwise provided herein, Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever, and howsoever caused.

(B) Package, Customary Freight Unit or Shipping Unit Limitation

(i) Where COGSA applies to this Bill of Lading (whether by its own force or by agreement), Carrier shall not be liable for loss or damage in an amount exceeding \$500 per package lawful money of the United States, or in case of Goods not shipped in packages, per customary freight unit, unless the nature and value of the Goods higher than this amount has been declared in writing by Merchants before Carrier's receipt of the Goods and inserted in this Bill of Lading and any extra freight has been paid as required.

(ii) Where COGSA does not apply, but where the Hague Rules or any legislation making such rules compulsory applicable to this Bill of Lading apply. Carrier shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package of Shipping Unit in excess of the package or Shipping Unit limitation as laid down by such Rules or legislation. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500 per package or Shipping Unit.

(iii) Where neither COGSA nor the Hague Rules, nor any legislation applying such Rules, nor the Hague-Visby Rules is compulsorily applicable. Carrier's liability shall not exceed US\$500 per package or Shipping Unit.

(C) The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to Merchant or at the place and time when they should have been so delivered or if there is no such price, according to the current market price by reference to the normal value of goods of the same kind and quality, at such place and time.

(D) Definition of Package or Shipping Unit:

Where a Container is used to consolidate Goods and such Container is stuffed by Carrier, the number of packages or Shipping Unit stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or Shipping Units for the purpose of any limit of liability per package or Shipping Unit. Where a container is a full load it is considered one Shipping Unit.

(3) Iron, Steel, Metal, Wood Products, Packaged Wood Products or Baled Cotton:

The term "apparent and good order and condition" when used in this Bill of Lading with respect to iron, steel, metal, wood products, packaged wood products or baled cotton does not mean that such goods, when received, were free of visible rust or moisture staining, chafing and/or breakage, or that the covers or bands thereon were not torn or free of visible rust or moisture staining.

(4) Notice of Loss or Damage:

Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss or damage to the Goods indicating the general nature of such loss or damage, shall have been given in writing to Carrier or its representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(5) Time-bar:

Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by Carrier within twelve months after delivery of the Goods or the day when the Goods should have been delivered, as it pertains to COGSA rules.

### 6. MERCHANTS RESPONSIBILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by Merchant, and Merchant warrants to Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(2) Merchant shall comply with all applicable laws, regulations and requirements of custom, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. All cargo must be properly and sufficiently packaged to withstand damage due to normal handling in transit. If shipper elects to forward improper protected cargo, the carrier may at his option accept same, however, in which case the Bill of Lading must bear the following endorsement. "Unprotected or insufficiently packed or protected cargo, accepted at owners risk of damage."

(4) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever, shall be tendered to Carrier for Carriage without Carrier's express consent to writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements if any such articles are delivered to Carrier without such written consent and marking or if in the opinion of Carrier the articles are or are liable to become a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation or notice to Merchant and without prejudice to Carrier's right to Charges.

(5) Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to containers) of Carrier or any Person or vessel (other than Merchant) above caused by Merchant or any person acting on his behalf or for which Merchant is otherwise responsible.

(6) Merchant shall defend indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause (6) or form any cause in connection with the Goods for which Carrier is not responsible.

### 7. CONTAINERS

(1) Goods may be stuffed by Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of this Bill of Lading shall govern the responsibility of Carrier in connection with or arising out of the supply of a Container to Merchant, whether supplied before or after the Goods are received by Carrier or delivered to Merchant.

(3) If a Container has been stuffed by or on behalf of Merchant

(A) Carrier shall not be liable for loss of or damage to the Goods

(i) Caused by the manner in which the Container was stuffed;

(ii) Caused by the unsuitability of the Goods for carriage in containers

(iii) Caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of Carrier this paragraph (iii) shall only apply if the unsuitability or defective condition arose.

(a) without any want of due diligence on the part of Carrier, or

(b) would have been apparent upon reasonable inspection by Merchant at or prior to the time when the container was stuffed

(iv) If the Container is not sealed at the commencement of the Carriage except where Carrier has agreed to seal the Container.

(B) Merchants shall defend, indemnify and hold harmless Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (iii) above

(4) Where Carrier is instructed to provide a Container in the absence of a written request to the contrary, Carrier is not under an obligation to provide a Container of any particular type or quality.

(5) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's Container(s) and other equipment which occurs while in the possession or control of the Merchant, his agents or sub-contractors engaged by or on behalf of the Merchant

(6) In case Goods are delivered in Container(s) which the Carrier owns or to the possession of which the Carrier is otherwise entitled the Merchant shall deliver such Goods to the Carrier promptly.

### 8. TEMPERATURE CONTROLLED CARGO

(1) Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained for such goods. In the case of a temperature controlled Container Stuffed by or on behalf of Merchant, further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by Merchant before receipt of the Goods by Carrier. If the above requirements are not complied with Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(2) Carrier shall not be liable for any loss or damage to the Goods arising from defects, derangement, breakdown or stoppage of the temperature controlling equipment, machinery, plant, insulation or any apparatus of the Container, provided that Carrier shall before or at the beginning of Carriage exercise due diligence to maintain the refrigerated Container to an efficient state.

### 9. INSPECTION OF GOODS

Carrier or any person authorized by Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods

### 10. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) whensoever and howsoever arising (whether or not Carriage has commenced) Carrier may

(A) Without notice to Merchant abandon carriage of the Goods and where reasonably possible place the goods or any part of them at Merchant disposal at any place which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect to such Goods shall cease

(B) Without prejudice to Carrier's right subsequently to abandon carriage under (A) above continue the Carriage. In any event, Carrier shall be entitled to full Charges on Goods received for Carriage and Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(2) The liability of Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any Person acting or purporting to act as or on behalf of such government or authority.

### 11. METHODS AND ROUTE OF TRANSPORTATION

(1) Carrier may at any time and without notice to Merchant use any means of transport or storage whatsoever, load or carry the Goods on any vessel whether named on the front hereof or not, transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever, at any place unpack and remove Goods which have been Stuffed in or on a Container and forward the same in any manner whatsoever, proceed at any speed and by any route in Carrier's discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge), comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by Carrier the right to give orders or directions, permit the vessel to proceed with or without pilots to tow or be towed or to be dry-docked, permit the vessel to carry fire stock Goods of all kinds, dangerous or otherwise, contraband, explosives, monitors or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by Carrier for any purposes whatsoever whether or not connected with carriage of the Goods. Anything done in accordance with (1) above or any delay arising there from shall be deemed to be within the contractual carriage and shall not be a deviation of whatsoever nature or degree.

### 12. CONTAINERS ON DECK AND DECK CARGO

(1) Carrier has the right to carry Goods in Container(s) under deck or on deck without notice to Merchant.

(2) When Goods in Containers are carried on deck, Carrier shall not be required to specially note, mark or stamp any statement "on deck storage" on the face hereof, any custom to the contrary, notwithstanding. The Goods so carried shall be subject to the applicable COGSA, Hague Rules, or Hague-Visby Rules as otherwise provided herein, and the stowage of such Goods shall constitute under deck stowage for all purposes including general average.

(3) Carrier shall not be liable in any capacity whatsoever for any non-delivery, misdelivery, and delay or loss of or damage to Goods which are carried on deck and specially stated herein to be so carried, whether or not caused by Carrier's negligence or the Vessel's unseaworthiness.

### 13. DELIVERY OF GOODS

If delivery of the Goods or any part thereof is not taken by Merchant at the time and place when and where Carrier is entitled to call upon Merchant to take delivery thereof, Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof as in Stuffed in or on a Container and to store the Goods or any part thereof a shore, afloat, in the open or under cover at the sole risk and expense of Merchant. Such storage shall constitute due delivery thereunder and thereupon the liability of Carrier in respect of the Goods or that part thereof shall cease.

### 14. BOTH-TO-BLAME COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner of, charter of, or person responsible for the non-carrying vessel or object, Merchant undertakes to defend, indemnify and hold harmless Carrier against all claims by or liability to (and any expenses arising there from) any vessel or Person in respect of any loss of, or damage to, or any claim whatsoever of Merchant paid or payable to Merchant by the non-carrying vessel or object or the owner of, charter of, or Person responsible for the non-carrying vessel or object and set off, recouped or recovered by such vessel, object or person(s) against Carrier, the carrying vessel or her owners or her charters.

### 15. GENERAL AVERAGE

(1) Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at anyplace at the option of Carrier, and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein, and Merchant shall provide such security as may be required by Carrier in this connection. Any sub-contractor of Carrier may declare General Average adjustable pursuant to such rules, and at a location, as provided in its Bill of Lading.

(2) Notwithstanding (1) above, Merchant shall defend, indemnify and hold harmless Carrier in respect of any claim (and any expense arising there from) of a General Average nature which may be made on Carrier and shall provide such security as may be required by Carrier in this connection.

(3) Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contribution due to Merchant.

### 16. FORCE MAJEURE

"Force Majeure Clause": Without prejudice to any rights or privileges of the Carrier under covering Bill of Lading or under applicable provisions of law, in the event of Acts of God, war, hostilities, war like operation, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority pertaining thereto, or any other official interferences with commercial intercourse arising from the above conditions and affecting the carrier's operations, the Carrier reserves the right to cancel any outstanding bookings or contract of carriage, or to increase the rates if in conformity with the provisions of the Shipping Act, 1984.

### 17. FREIGHT & CHARGES

(1) Freight and Charges shall be deemed fully earned on receipt of the Goods by Carrier or any of its agents and shall be paid and non-returnable in any event.

The Charges have been calculated on the basis of particulars furnished by or on behalf of Merchant. Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-measure and re-value the Goods, and if the particulars are found by Carrier to be incorrect, Merchant shall pay Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by Carrier in establishing the correct particulars.

### 18. EXPENSES

The Merchant shall be liable for and shall indemnify the Carrier and hold harmless against all loss, damage, costs, expenses and liability (including taxes, penalties and fines) of whatsoever nature suffered or incurred by the Carrier in connection with the Goods or the Container(s) because of failure by this Merchant to procure consular, Department of Health or other permits or any papers that may be required at any port or place in connection with the goods, or to supply information or otherwise to comply with all laws and regulations in connection with goods, or any expenses or disbursements incurred in accordance with Paragraph 18 (a) and 9 (b) thereof or from any other act or omission of the Merchant and also against all damages, charges, legal fees and other expenses, which the Carrier may incur in connection with attachments, seizures, executions, claims or legal proceeding of any description against Goods by third parties, or any proceedings by way of interpleader or otherwise which the Carrier may bring to determine the right of ownership or possession to or to the Goods or Container(s). The Merchant authorizes the Carrier to pay and/or incur all such costs, expenses and charges and to do any matters mentioned above at his expense, and as his agent and engage other persons to regain or seek to regain possession of Good or Container(s) and to do all things deemed advisable for the benefit of Goods or Container(s). The Merchant and the Goods shall jointly and severally be liable for the payment of any sums due to the Carrier hereunder by the Merchant. Without in any way limiting the generality of the foregoing the Merchant shall indemnify the Carrier in respect of any dues or duties, or other charges which the Carrier becomes legally liable to pay and pays to any governmental, customs, or other authority in respect of the Goods.

### 19. LIEN

The carrier, its servants or agents shall have a lien on the goods and any documents relating thereto for freight and for general average contribution to whomsoever due: the carrier, its servants or agents shall also have a lien against the merchant on the goods and any documents relating thereto for all sums due from the merchant to the carrier under any other contract. The carrier may exercise its lien at any time and any place in its sole discretion, through the action of any servant, agents or subcontractor, whether the contractual carriage is completed or not. The carrier shall have the right to sell any goods lien by public auction or private treaty, without notice to the merchant. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount raised by such sale.

### 20. VARIATION OF THE CONTRACT

No servant or agent of Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of Carrier who has the actual authority of Carrier so to waive or vary

### 21. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provisions were not contained herein.

### 22. LAWS & JURISDICTION

This contract shall be construed under and governed by the laws of the United States of America. At sole discretion of Carrier, any suit relating in any way to this contract is to be governed by United States Law and the United States Federal Court of the Southern District of New York is to have exclusive jurisdiction to hear all disputes hereunder, including any disputes relating to freight or other sums payable to the Carrier for carriage to and from the USA..