RECEIVED by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the Goods, or the Container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein mentioned, to be carried subject to all the terms and conditions contained or incorporated in this Bill (defined hereinafter at Clause 1(1)) including both front and back pages where issued in paper form and Carrier's Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered unto order or assigns. If issued in paper form and if required by the Carrier, this Bill dup endorsed must be surrendered in exchange for the Goods or Delivery Order.

bound by the Carrier's Tariff rules and regulations which are deemed incorporated herein, all of which supersed all previous agreements, including booking notes, dock and mate's receipts and like, any local customs or privileges to the contrary notwithstanding. The terms of this Bill shall be separable and if any part or term hereof is invalid or unenforceable, the validity and enforceability of any other part or term shall not be affected. Agents signing this Bill on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a Bill . An endorsement on this Bill that the Goods are "On Board" shall mean that the Goods are loaded on board the ocean vessel named in this Bill , or loaded on board rail cars, trucks, lorries, feeder ships, barges, or other means of transportation and are in the

custody of an Inland or ocean Carrier for Through Transportation in accordance with the terms of this Bill

## Definiti

- initions.
  "Bill" means (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. Notwithstanding anything else contained in or incorporated into this Bill, if it is issued as a Sea Waybill if will not be a document of title to the Goods.
  "Carter" means the Vessel Provider identified on the from of this Bill doing business as Evergreen Lane, which is a Joint Service Agreement as defined by the U.S. Shipping Act. of 1984 and any amendments thereto, consisting of Evergreen Marine Corp.(Taiwan) Ltd., Evergreen Marine (UK) Ltd., Italia Maritima 5, A.A., Fevrgreen Marine (Iong Kong) Ltd. and Evergreen Marine (Singapore) He Ltd.
  "COGAS" means the United States Cartage of Goods by Sea Act, approved April 16, 1936.
  "COGAS" means the United container, traiter, transportable tunk, fat nek andro other item of transportation equipment in conformance with ISO (2)
- (3) (4)

- (ii) "Container" includes any ISO standard container, trailer, transportable tank, flat rack and/or other item of transportation equipment in conformance with ISO standards.
   (5) Force Majeure shall include, but not be limited to, work stoppages, civil commotion, strikes, accidents, casualities, lockouts, fire, transportation disasters, acts of God, governmental restraints, lockouts, fire, transportation disasters, acts of God, governmental restraints, lockouts, fire, transportation disasters, acts of God, governmental restraints, lockouts, fire, transportation disasters, acts or host simular conditions.
   (6) "Goods" means the cargo accepted from the Merchant and in International Convention for the Unification of Certain Rules Relating to Bills of Lading signed and Brossels on 25th August 1924 and includes any amendments hereto including the Hages Visby Amendments, 1968.
   (7) "HoteAment includes stavagent 1924 and includes any amendments hereto including the Hages Visby Amendments, 1968.
   (8) "HoteAre mean any person for the time being in prosession of this Bill or otherwise.
   (9) "Merchant" includes the stappenet, the trace of the Goods, any person owning or entitled to the possession of the Bill of any such person.
   (10) "Shipt" shall include the vessel named in this Bill, any substituted vessel or feeder vessels, and any vessel, craft, lighter or other means of conveyance what accer to work of charareter, operated to constrollad and used by the Carrier pilks of the Goods from the place of delivery to the Merchant by the Carrier pilks one or more Luderfung Carriers.
   (12) "Through Transportation" means carriage of the Goods any other ransportation of the shipment covered by this Transport the corrier pilks Bill.
   (13) "Gover and account of the shipment or there carrier while carrier pilks by the Carrier pilks Carrier and parents, semantal conternators in the Carrier and poperators.
   (14) "S

# 2. Carrier's Tariff. The terms of the Carrier's applicable Tariff are incorporated herein. Epicent's survival star agents. excluding Rule 4 are also incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. Copies of the CMI Rules for Sea Waybills can be obtained from the CMI website at <u>www.comitemaritme.org/</u>. In the case of inconsistency between this Bill and the applicable Tariff or CMI Rules, 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 the p Goods and this Bill.

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duites whatsoever undertaken by the Carrier in relation to the Goods.
 (2) In contracting for the following exemptions and limitation of and exoneration from liability, the Carrier is acting as agent and trustee for all other persons named in this clause. It is understood and agent had, there than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, all agents and all Sub-Contractors) is, or shall be deemed to be liable with respect to the Goods as carrier, buile or other have every it, shull be adjudged that any one other have the Carrier is carrier or balle of the Goods or under yresponsibility with respect to the deemed to be liable with expect and person firm or corporation or other legal entry with respect to the Goods as carrier, buile or the trustee of the construction of the second or other have any responsibility with respect to the deemed to be carrier or balle be determined beneficiaries, but nothing herein contained shall be construed to limit or to relieve that each of these persons and companies referred to advove are intended beneficiaries, but nothing herein contained shall be construed to limit or to relieve them from liability to the Carrier for acts ratio or each or the second or seco

- that each of these persons and companies referred to above are intended beneficiaries, but nothing herein contained shall be construed to lumit or to releve them from liability to the Carrier or acts arising or resulting from their fault or neglex.
  susc Parament and Responsibility of Carrier.
  Clause Paramont and Responsibility of Carrier.
  Clause Paramont and responsibility of the strained of the carriage of Goods by sea either by the Carrier or its Sub-contractor, the contract evidenced in this Bill shall have effect subject to the Hague Rules. If and as enceted in the contry of shipment, and any Legislation including Uncorporated herein and made a part of this Contract regardless of whether it or they would otherwise be compulsorily applicable and feotively line corporated herein and made a part of this Contract regardless of whether it or they would otherwise be compulsorily applicable and nothing herein contained shall be deemed a surrender by the Carrier its Sub-contractor of any of its responsibilities under a start of this Contract, generated or the United States, the liability of the Carrier or its Sub-contractor of any of its responsibilities of the contract or start of this Contract, then such provision shall be full. The provisions cile in the Hague Rules and ACCS A vector at many before the Goods are loaded on and after they are discharged from the Ship provided. however, learning or private contract, then such provision shall be neglectively ophicable International Convention or National Law which cannot be departed from by private contract, then such provision shall be nearly applicable International Convention or National Law which cannot be departed from by private contract, then such provision shall be nearly applicable International Convention or National Law (the Carrier or its Sub-contractor shall be seen of the Goods are or prot of discharge, or during any prior or subsequent period of carring by fue Carrier at the port of loading and the time of deciding
- (B) (C)

- which shall be incorporated herein as if set forth at length and copies of said contract(s) shall be available to the Merchant at any office of the Carrier upon request.
  (3) With respect to road carriage between countries in Europe according to the Contract for the International Carriage of Goods by Road (CMR), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Naliway Transports with respect to raid a transport and during rail carriage between countries in Europe according to the International Agreement on Naliway Transports is comploidly applicable by the laws of such state and/or any International Convention which is compulsorily applicable by the laws of such state. In the absence of use haws or conventions then according to the Endersoft provide the laws of such state and/or any International Convention White second ing to the Sub-contractors contracts of carriage and tartiffs, if any. Netwithstanding the above provision, road carriage in the United Kingdom according to the Sub-contractors contracts of carriage by road in Japan, according to the Sandard Japanese Road Transportation Clawses (SIRTC). With respect to carriage by road in Japan, according to the Sandard Japanese Road Transportation to the provisions of any International Convention of National Law which is compulsorily applicable in the County where the inlaw Irransportation to the provisions of any International Convention of National Law which is complusorily applicable in the county where the inlaw Irransportation to the provisions of any International Convention of National Law which is complusorily applicable in the county where the inlaw Irransportation and the or the Sub-contractors or and the any or East and Ministering where the inlaw Irransportation to the law or the contract with the Carrier, and the Carrier shall be entitled to all the rights, defenses, limitations and excemption from liability contained therein.
  Subropation Murgue Sandard Ca

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## Ger (1)

- teral Limitations. The Carrier does not 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 5 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other (2)
- (3)
- Since contents the province meeting, the Camer stand in the electronic stands to the index to index to index to index to consequential uses of using itom large integration of the control stands in the control of the stand stands in the control stands in the control stands in the control stands in the stand stands in the stand stands in the stand stands in the stand stands in the control stands in the control stands in the control stands in the stand stands in the (4)

- respectively. ourst of Compensation and Limitation of Limitity. All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the net invoice value of the Goods plus freight and insurance. Notwithstanding the foregoing it is agreed that in no event shall this clause operate to increase the extent of the Carrier's liability beyond the applicable marker value at the port of discharge or place of delivery, if that be less than the net invoice value plas freight and insurance. In no event shall the Carrier be liable for any loss of profit or any consequential loss. In the event this Bill covers Goods moving to or from a port or final destination in the United States, the Carrier's limitation of liability in respect to the Googaning sub the ledit inapplicable marker of the good state of the principle on the invoice value plane states and the Goods covered by this Bill are subject to the Hagne Rules or any amendments thereto, including the Hagne Visby Amendments, then Carrier's limitation of liability in respect to the Googaning sub the ledit inapplichtub under the local loss of the principle on the sub-index principle and if the Goods covered by this Bill are subject to the Hagne Rules or any amendments thereto, including the Hagne Visby Amendments, then Carrier's limitity in no event shall exceed the greater of 2 SDRs per kilos of gross weight in the forst shifts and angreed to by the Carrier and instered in any applicable AJ Valorem treight rate, as ast our in Carrier's tariff, is paid.

8. Notice of Claim and Time for Suit. Unless notice of loss or damage and a general nature of such loss or damage be given in writing to the Carrier at the port 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 consecutive days after delivery. Goods shall be deemed to have been delivered a sectoride in this Bill. In any event, except a provided in the next sentence, the Carrier shall be discharged from ilability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the data when the Good should be deemed to have been de damage occurs in the custoy of a 5 sub-Contractor during Through Transportation, the Carrier and the Sub-Contractor shall liability in respect of non-delivery, mis-delivery, delay, loss or damage unless notice of claim is fitted and suit is brought within one class of effort the Goods or the data when the Good sectories of the damage occurs in the custoy of a 5 sub-Contractor during Through Transportation, the Carrier and the Sub-Contractor shall liability in respect of non-delivery, inside/ivery, delay, loss or damage unless notice of claim is fitted and suit is brought within the time perior prescribed by the local laws set of thm Casse 5 (C) (1) > (C) (6) of this Through Bill.

Defence and Limits for the Carrier. The defence and limits of liability provided for in this Bill shall apply in any action against the Carrier for loss or dan the Goods whether the action be founded in contract or in tort.

to the Goods whether the action be founded in contract or in nort. 10. Shipper-Packed Containers. If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemify the Carrier against any loss, damage, liability or expenses incurred by the Carrier, if such loss, damage, liability or expenses has been caused by: (a) the mamer in which the Container has been filled, packed, stuffed or loaded, or (b) the unsuitability of the currents for carriage in Containers, the the purpose for which it is required or (d) the unsuitability or deficit on condition of the Caroitaner which would have been apparent upon reasonable largestoin by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded, or (e) the discovery of any durg, arrootics or other illegal substances while Containers packed by the Merchant or inside Goods supplied by the Merchant, and shall indemify the Carrier in respect threes), Any reference in this Bill to Shipped on Board or Clean on Board relates solely to the Containers and not to the contents thereof. This Bill shall be subject to Section 5013 of the U.S. Federal Bills of Lading act, 40 U.S.C. (The Pomerre Act) and it is agreed that the Carrier is entitled to that section's full protection for the entire period the Goods are in the custody of the Carrier including pre-loading and post-discharge periods.

11. Inspection of Goods. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon apper that the contents or any part thereof, the carrier may abandon apper the content or any part thereof, the Carrier may abandon the transportation thereof and/or takes any measures and/or incurs or any part thereof, the Carrier may abandon the transportation thereof and/or takes any measures and/or incurs any reasonable addition expense to carry or to continue the carriage or to store the same abance or alfoat under cover or in the capet, at any place, which storage shall be deemed to constitut due delivery under this Bull. The Methants shall indemnify the Carrier against any reasonable additional expense to incurred.

2. Description of Goods. The Carrier does not have facilities to weigh scaled Containers at the loading port and has neither inspected the contents of nor weigh containers. Any statements on this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature alue or other particulars of the contents of such Container(s) are as furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liabit spect thereof. The acknowledgement of the Carrier is continued to the active is continued to the Carrier and and condition of the Container(s).

(i) Superchards Responsibility.
(ii) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.
(2) The Merchant shall indemnify the Carrier that the particulars trelating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.
(2) The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in, or inadequay of, such particulars. The right of the Carrier shall in one way limit his responsibility and liability under this Bill to any person other than the Merchant.
(3) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier is that and tear excepted, with interiors, clean and within the time prescribed in the Carrier's fariff or elsewhere. The Merchant of the Coods shall be jointly and severally liable for any loss of, damage to, or delay incurred during the period between handing over to the consignee and return to the Carrier's fariff or elsewhere. The Merchant of the Coods shall be jointly and severally liable for any loss of, damage to, or delay incurred during the period between handing over to the consignee and return to the Carrier's fariff or elsewhere. The Merchant of the Coods shall be jointly and severally liable for any loss of, damage to, or delay incurred during the period between handing over to the consignee and return to the Carrier's fariff or elsewhere. The Merchant of the Coods shall be jointly and severally liable for any loss of, damage to, or delay incurred during the period between handing over to the consignee and return to the Carrier's fariff or elsewhere. The Merchant of the Coods shall be

- and return to the Carrier.
  14. Freight and Charges.
  (1) Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or ad valorem basis, 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 for many backage or customary freight units to examine outents. In case the Merchanit's description is found to be rrowcess and additional freight is payable, the Merchanit shalt be labeled for any additional freight and expense (2). Full freight to the port of discharge or in cases of Through Thransportation to place or delivery mande therein and all advance charges against the Goods shall be considered completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the case may be, whether actually paid or not, and to receive and retain them under all circumstances whatever, the Ship and/or the Goods shot or not lost, or the voyage changel. broken, printrated or abandoned. Full freight shall be paid whether the Goods have be enough or pair or pair in the induced. Full freight is able to paid whether the Goods haves or to lost, or the voyage changel. broken, printrated or abandoned. Full freight shall be paid whether the Goods haves or in freight on its equivalent in losal currency at hand domand rates of exchange in New Yorks as of the damaged or loss, rop ackages or customary freight units be empty or path empty.
  (4) The Merchant of the Goods shall be jointly and severally liable to Carrier for the payment of facility shall be paid where Adjustment Factor (BAF). Currency additional motion: A discusse and the damaged or shall were additional amount.
  (4) The Merchant of the Goods shall be jointly and severally liable to Carrier for the payment of all freight. Bunker Adjustment Factor (BAF), Currency Adjustment Factor (BAF). Furnish Handhing Charger (HZ), data anditin additi

## 15. Lien. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Bill 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 whomsoever due and for the cost of necovering the same and shall be for the account of the Goods and the Merchant jointly and averally and the Carrier shall have the right in its absolute discretion to dispose of the Goods and/or to sell the Goods by public accion or private treaty without notice to the Merchant.

- anal Stowage. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods. Goods stowed in Containers, whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than live animals) stowed in any covered-in space or loaded in Containers, vans or trailers carried on deck shall be deemed to be stowed under deck for all purposes, including General Average and the COGSA, the Hague Rules or other compulsority applicable legislations empansibility on the nart of the Carrier for

17. Deck Cargo. Goods which are stated herein to be carried on deck, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthings or negligence or any other cause whatsoever

- diminged Withindover insute animity curring every the Goods in refrigerated, heated, insultated, ventilated or any other special Container(s) and the Goods in refrigerated, heated, insultated, ventilated or any other special Container(s) one of the Merchant as such but the Carrier will treat such Codos of Container(s) and the the Container(s) and the Container(s)
- (2)
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Rust Condensation, etc. It is agreed that superficial rust, oxidation or condensation inside the Container or any like condition due to moisture is not the responsibility 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 agreements or care for the carriage of work Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all cial freight, as required, must be paid by the Merchant.

- 20. Me
- reight, as required, must be paid by the Merchant. Hoch and Routice of Transportation The Carrier may at any time and without notice to the Merchant:- (a) use any means of transport or storage whatsoever; (b) transfer the Goods from one conveyance to another including trans-hipping or carrying the same on another vessel than the vessel named overleaf; (c) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order (d) load and unload the Goods at any place or port (whether or not any such port is named overleaf; a the port of loading or port of sickings) and stories or the most often and the material of such ports on body acting or purporting to act as or no behalf of such government or authority or having under the terms of the insumate on the conveyance employed by the Carrier the right to give orders or directions. Insumments, dytocking Force Majoure and assisting vessels in all similarios, and anything done in accordance with sub-clause (1) or any delay arising therefore shall be deemed to be within the contractual carriage and shall not be a deviation.

Matters Affecting Performance. If at any time the performance of the contract evidenced by this Bill is or is likely to be affected by any Force Majeure hindri, dealy, difficulty of odisavantage of whotsover kind which can not be avoided by the setresis of reasonable endeavours, the Carrier (whether or not the transp menced) may without notice to the Merchant trat the performance of this Contract as terminated and place the Goods or any part of them at the Merchant's dis up place or provide the Carrier (whether and the avoid the transportation) of the Carrier in respect of such Goods shall cases. The Carrier ertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and deliver age at such place or port.

22. War Risk Expenses. The Carrier may at any time and without prior notice to the Merchant impose surcharges to cover all extra expenses (including but not I extra instance premiums and costs of diversion) incurred by the Carrier as a result of the outbreak of war, hostilities, war-like operations, civil war, civil cor blockade, prizery or revolution regardless of whether the Ship sailed or to studeway but the time the expenses are incurred.

- 23. Dangerous Goods.
   (1) The Merchant undertakes not to tender for trainer and marking the Goods and the Container or other overing on the outside as required by any laws or regulations which may be applicable.
   (a) If the requirements of sub-basic plane to compiled with, the Merchant shall indemnify the Carrier against all loss, damage or expense directly or indirectly by divide sub-basic plane to compiled with, the Merchant shall indemnify the Carrier against all loss, damage or expense directly or indirectly the Carrier (3). Goods which are or at any time become dangerous, inflammable, radiactive or damaging may, at any time or place, be unloaded, destroyed, or rendered harmless without compression, and if the Merchant has not given notice of their nature to the Carrier under (1) above, the Carrier shall be under no liability to make any General Average contribution in respect of such Goods.

24. Regulations Relating to Goods. As a result of Metchan's failure to comply with such regulations or requirements of Customs, port and other authorities, Merchant shall bear and pay all amounts incurred by the Carrier in complying with same as well as all duties, taxes, fines, imposts, expenses or losses incurred or suffered or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or any scal irregularities, non conformities or deficiencies as per any local laws or regulations or, where applicable in the U.S. Trade, any tariff rules or regulations relating thereto, and indemnify the Carrier in respect thereof.

- Insw or regulations or, where applicable in the U.S. Trade, any tariff rules or regulations relating thereto, and indemnify the Carrier in respect thereof.
   Notification and Delivery.
   (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier. Failure to give such notification shall not result in any liability for the Carrier no reflexe the Merchant of any obligation hereunder networkhanding any custom, practice, or arrangement to the contrary.
   (ii) Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier. Failure to give such notification shall not result in any liability for the Carrier no reflexe the Merchant of any obligation hereunder networkhanding any custom, practice, or arrangement to the contrary.
   (iii) Weith the Carrier no reflexe the Merchant of any obligation hereunder networkhanding any custom, practice, or arrangement to the contrary.
   (iii) If delivery of the Goods if packed in containers and/or store the Goods absore, afload, in the open or under cover at the sole risk of the Merchant.
   (iii) If delivery of the Goods is not taken within a reasonable time or whenever in the option of the Carrier the Goods are likely othering on other systems which it may have against the Merchant, whout notice, and without notice, and without any responsibility attaching to it, sell, abance or otherwise dispose of the Goods are the Merchant or the Carrier of the Carrier from the Merchant or any chain whatsoever relating to the Goods or the Carrier from the Merchant in respect of this Bill and thereupon the liability of the Carrier in respect of the Goods and disribute them to the Merchant, the same shall constitute due delivery under this Bill and thereupon the liability of the Carrier in respect of the Goods and institute them to the Merchant, the Same shall constitute due delivery under this Bill and thereupon

26. Both-to-Blame Collision. If the (carrying) Ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying Ship, the Merchant undertakes to pay the Carrier or, where the Carrier is not the owner and in possession of the carrying Ship, the owner- and/or densice chararer of the carrying Ship, the Merchant and the carrying Ship, and any act, neglect or or density and ship. To pay to the Carrier is not the owner of the owner- and/or densice chararer of the carrying Ship, ann sufficient to indemnify the Carrier and/or the owner or damage to, or any claim whatsoever of the Nerchant, paid or payable by the other or non-carrying ship or herowers or densise chararer of the One-serving ship or herowers or densise chararer of the One-serving ship or herowers or densise chararer of the One-serving ship or herowers or densise chararer of the One-serving ship or herowers or densise chararer of the One-serving ship or herowers or densise chararer of the One-serving ship or otherowers or densise the arrying Ship, or herowers or densise chararer of the One-serving ship or otherowers or densise the arrying Ship or herowers or densise chararer of the One-serving ship or otherowers or densise chararer of the One-serving ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

respect to a collision, contact, stranding or other accident. 27. Goreral Average. General Average shall be adjusted, stated and settled in London or any other place selected by the Carrier and according to the York/Antwe Rules 1994 except Rule Paramount thereof and as to matters not provided for by those Rules, according to the laws and usages in London. The General Avera Battement in every instance shall be prepared by Average Adjustes selected by the Carrier. In average adjustments, disburnems, this increign currency shall exchanged into any currency at the Carrier's option at the rate prevailing at time of payment and allowances for damage to cargo. Average agreement or bodin and such additional secur converted at the net prevailing on the lad day of discharged at the proof find discharged or daw. Average agreement or bodin and such additional secur conviet or requisite to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Goods, or the Merchanni (s) to consider requisite to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made in the Carrier and Reversan (s) the Reversan (s) the

28. Variation of the Contract, etc. No servant or agent of the Carrier shall have power to waive or vary any term of this Bill unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

- writing and is spectracing and an experiment of the second seco