
FMC No. 027574
NON-VESSEL OPERATING COMMON CARRIER

EFFECTIVE DATE: **August 1, 2024**
PUBLISHED DATE: **August 1, 2024**
EXPIRATION DATE: NONE

CONTROLLED CARRIER STATUS: NONE

TITLE PAGE

TARIFF NO. 102
NRA GOVERNING RULES TARIFF
NAMING RULES AND REGULATIONS ON CARGO MOVING
IN CONTAINERS AND BREAKBULK
BETWEEN
U.S. PORTS AND POINTS
AND
WORLD PORTS AND POINTS

JAS Forwarding (H.K.) Limited d/b/a Blue World Line (referred to herein as "Carrier") is a registered Non-Vessel Operating Common Carrier ("NVOCC") by the Federal Maritime Commission ("FMC"), operating under FMC organization number 027574.

NOTICE TO TARIFF USERS – Carrier has opted to publish its Tariff rates and charges or in the alternative to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs"), as described in Rule 2 below.

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Tariff Rule Information

TARIFF DETAILS

Tariff Number:	**102**
TARIFF TITLE:	**NRA GOVERNING RULES TARIFF**
EFFECTIVE:	August 1, 2024
THRU:	None
EXPIRES:	None
PUBLISH:	August 1, 2024
AMENDMENT TYPE:	
ORIGINAL ISSUE:	August 1, 2024
WEIGHT RATING:	1,000KGS
VOLUME RATING:	1CBM
TARIFF TYPE:	GOVERNING NRA and NSA RULES TARIFF
CERTIFICATION:	ALL INFORMATION CONTAINED IN THIS TARIFF IS TRUE, ACCURATE AND NO UNLAWFUL ALTERATIONS ARE PERMITTED.

ORGANIZATION INFORMATION

ORG NUMBER:	**027574**
NAME:	JAS Forwarding (H.K.) Limited
TRADE NAME:	Blue World Line
TYPE:	Non-vessel operating common carrier
HDQ. COUNTRY:	Hong Kong, China
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Tariff Rule Information

Org No 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	Table of Contents

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Tariff Rule Information

Org No. 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	
Rule 1:	Scope

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Rules and regulations published herein apply between United States Atlantic, Gulf, Pacific and Great Lakes Ports, U.S. Territories and Possessions, U.S. Inland Points and Worldwide Ports and Points.

Tariff Rule Information

Org. No. 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	
Rule 2:	Notice to Tariff Users

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Carrier has opted to be exempt from tariff publication requirements pursuant to 46 CFR §§520, 531 and 532. In that respect Carrier has opted for use of Negotiated Rate Arrangements ("NRAs") and may also opt to utilize NVOCC Service Arrangement ("NSAs").

NRA means the written and binding arrangement between an NRA shipper or consignee and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination on and after receipt of the cargo by the NVOCC or its agent or the originating carrier in the case of through transportation. The shipper is considered to have agreed to the terms of the NRA if the shipper: (1) provides the NVOCC with a written acceptance of the NRA; (2) sends the NVOCC a written communication, including an e-mail, indicating acceptance of the NRA terms; or (3) books a shipment after receiving the NRA terms from the NVOCC, if the NVOCC incorporates in the NRA quoted terms the following text in bold font and all uppercase letters: **"THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT."** The effective date of the NRA shall be the date of Carrier's receipt of Shipper's and/or Consignee's acceptance herein. All applicable origin, destination local terminal and/or port charges shall apply to all NRAs and should be considered as a pass-through. Rates may not be modified in an NRA after the time the shipment is received by the Carrier or its agent (including originating carriers in the case of through transportation). NRAs can otherwise be amended by the parties in writing or by acceptance of the quoted NRA amendment by booking the cargo.

An NSA is a written contract, between Customer and Carrier, in which Customer makes a commitment to provide a certain minimum quantity or portion of cargo or freight revenue over a fixed time period, and Carrier commits to a certain rate or rate schedule and a defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party. Please note that NSAs must have a minimum volume, a fixed time period, agreed rates and a defined service level. NSA can contain provisions in the event of non-performance, such as liquidated damages, if Customer fails to meet a minimum volume commitment. NSAs must be agreed in writing between the Carrier and Customer. NSAs can be amended by mutual agreement. Service under an NSA is subject to this rules tariff unless otherwise indicated.

Tariff Rule Information

Org. No. 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	
Rule 3:	Application of NRA or NSA Rates and Charges

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

1. NRA or NSA rates are stated in terms of U.S. Currency and or local currencies, as applicable, and apply per 1 Cubic Meter (M) or 1,000 Kilos (W), as indicated, whichever basis yields the greater revenue, except as otherwise specified. Where the word "Weight" or the letter "W" appears next to an article or commodity, weight rates are applicable without regard to measurement. Where the word "Measurement" or the letter "M" appears next to an article or commodity, measurement rates are applicable without regard to weight. NRA or NSA rates and other charges shall be based on the actual gross weight and/or overall measurement of each piece or package, except as otherwise provided. NRA or NSA rates indicated by W/M or WM are optional weight or measurement rates and the rate yielding the greater revenue will be charged.
2. Except as otherwise provided, all "Port" (i.e., Port-to-Port) rules published herein apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of Owner, Shipper or Consignee of the cargo and all such expenses levied in the first instance against the Carrier will be billed in an equal amount to the Owner, Shipper or Consignee of the cargo. NRA or NSA rates are applicable from Inland Points which lie beyond port terminal areas. Such NRA or NSA rates shall be inclusive of all charges pertinent to the transportation of cargo and not including Customs clearance assessments or Forwarding Charges, except as provided in each individual NRA or NSA. Alternatively, at shipper's or consignee's request, carrier will arrange for inland transportation as shipper's or consignee's agent. All associated costs will be for the account of the cargo. Overland carriers will be utilized on an availability of service basis and not restricted to any preferred Carriers, except as Ocean Carrier deems necessary to guarantee safe and efficient movement of said cargo. Carrier shall not be obligated to transport the goods in any particular type of container or by any particular Vessel, Train, Motor, Barge or Air Carrier, or in time for any particular market or otherwise than with reasonable dispatch. Selection of Water Carriers, Railways, Motor, Barge or Air Carrier used for all or any portion of the transportation of the goods shall be within the sole discretion of the Carrier.
3. Any Additional Charges which may be imposed upon the cargo by Governmental Authorities will be for the account of the Owner, Shipper or Consignee of the cargo.

4. NRAs and NSAs do not include Marine Insurance or Consular fees.

5. Description of commodities shall be uniform on all copies of the Bill of Lading and MUST be in conformity with the validated United States Export Declaration covering the shipment. Carrier must verify the Bill of Lading description with the validated United States Export Declaration. Shipper amendments in the description of the goods will only be accepted if validated by United States Customs and Border Protection ("CBP"). Trade names are not acceptable commodity descriptions and shippers are required to declare their commodity by its generally accepted generic or common name.

6. Unless otherwise specified, when NRA or NSA rates are based on the value of the commodity, such commodity value will be the F.O.B. or F.A.S. value at the port of loading as indicated on the Commercial Invoice, the Custom Entry, the Import/Export Declaration or the Shipper's Certificate of Origin. The F.O.B. value and the F.A.S. value include all expenses up to delivery at the Loading Port.

7. The NRA or NSA rates shown, except where predicated on specifically lower values or on an ad valorem basis, are subject to Bill of Lading limit of value.

8. Except as otherwise provided, rates published in the applicable NRA or NSA apply only to the specific commodity named and cannot be applied to analogous articles. Unless a commodity is specifically provided for, the Cargo, N.O.S., Dangerous/Hazardous Cargo, N.O.S., Refrigerated Cargo, N.O.S. rate will apply. Wherever rates are provided for articles named herein, the same rate will also be applicable to articles where so described in the Bill of Lading, except where specific rates are provided for such parts.

9. All port or terminal storage, and chassis charges will be for the account of the shipper or consignee and will be billed as per outlay, unless otherwise specified in the applicable NRA or NSA.

10. NRA or NSA rates do not apply to special container equipment, dangerous goods, oversized, perishable, high value, or personal effect shipments, unless otherwise specified.

11. All rates quoted in a foreign currency are based on the Rate of Exchange on the date quoted and are subject to change.

12. FCL and LCL Pick-up/delivery charges are based on live loads/unloads at the place of receipt/delivery which includes one hour waiting time. Any additional waiting time thereafter will be billed as per outlay unless otherwise specified in the applicable NRA or NSA.

13. Standard LCL trucking rates are based on a volume ration of 1:3 (i.e., 1 cbm = 333 kg) unless otherwise specified.

14. FORCE MAJEURE CLAUSE: "Without prejudice to any rights or privileges of the Carrier's under covering Bills of Lading, dock receipts, or booking contracts or under applicable provisions of law, in the event of war, hostilities, warlike operations, embargoes, blockades, pandemics, 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 booking or contract in conformity with Federal Maritime Commission Regulations."

15. Any Tollage, Wharfage, Handling and/or other charges assessed against the cargo at Ports of Loading/Discharge will be for the account of the Owner, Shipper or Consignee of the cargo. Any Tollage, Wharfage, Handling and/or Charges at Port of Loading in connection with storage, handling and receipt of cargo before loading on the vessel shall be for the account of the Owner, Shipper or Consignee of the cargo.

16. TYPES OF SERVICE PROVIDED

CY/CY (Y/Y) - The term CY/CY means containers packed by Shippers off Carrier's premises, delivered to Carrier's CY, accepted byConsignee at Carrier's CY and unpacked off Carrier's premises, all at the risk and expense of the cargo.

CY/CFS (Y/S) - The term CY/CFS means containers packed by Shippers off Carrier's premises and delivered to Carrier's CY and unpacked by the Carrier at the destination port CFS, all at the risk and expense of the cargo.

CFS/CFS (S/S) - The term CFS/CFS means cargo delivered to Carrier's CFS to be packed by Carrier into containers and to be unpacked by the Carrier from the containers at Carrier's destination port CFS, all at the risk and expense of the cargo.

CFS/CY (S/Y) - The term CFS/CY means cargo delivered to Carrier's CFS to be packed by Carrier into containers and accepted by Consignee at Carrier's CY and unpacked by the Consignee off Carrier's premises, all at the risk and expense of the cargo.

DOOR (D) - Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities.

17. SERVICE OPTIONS:

a. The following service types are available and pertain to rates contained in this tariff.Container Yard (Y)

The term Container Yard refers to the specific location designated by the carrier where the carrier assembles, holds or stores containers and where containers loaded with goods are received or delivered.

Container Freight Station (S)

The term Container Freight Station means the location designated by the carrier or his authorized agent for the receiving of goods to be stuffed into containers or for the delivery of goods stripped from the containers by the carrier or his agent.

Door (D)

Door Service pertains to the carrier providing inland transportation from/to the shipper's/consignee's designated facilities. Door Service is applicable only where specifically provided in the individual NRA or NSA.

Ocean Port (O)

Ocean Port rates apply from/to places where the common carrier originates or terminates its actual ocean carriage of cargo at the origin and destination ports. Tolls, Wharfage, Cost of Landing, and all other expenses beyond the port terminal area are for account of the cargo owner.

b. Any combination of the above services may be offered, i.e.: O/O, O/D, D/D, Y/S, Y/Y, etc.

c. Carrier may also utilize the following terminology to describe its services:

IPI Service, from Asia to USA

The term IPI service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) andmoved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

MLB Service (Mini Land Bridge), from Asia to USA

The term MLB service means shipments from Ports and Points in Asia discharged by Carrier at US Pacific Coast Base Ports (PCBP) and moved via rail and/or truck to destination CFS or CY at US Atlantic & Gulf Ports.

RIPI Service, from Asia to USA

The term RIPI service means shipments from Ports and Points in Asia discharged by Carrier at US Atlantic Coast Base Ports (ACBP) and moved via rail and/or truck to destination inland CFS, CY or Door points in the USA.

18. LIMITATION OF SERVICE

A prior booking is required for all shipments. The Carrier is not obligated under these rules to transport goods for which suitable equipment is not available, nor is transportation to be performed under impractical or unsafe circumstances in the absolute judgment of the Carrier. Nothing in these rules will be construed as to create any obligation for the Carrier to institute or maintain any services from or to any places.

19. CUSTOMS CLEARANCE

Goods not cleared through customs for any reason may be turned over to CBP without any further responsibility on part of Carrier.

20. ADVANCED CHARGES

Advanced charges on bills of lading for collection from shipper/consignee will be accepted provided such charges do not exceed the amount of freight on the bill of lading, and provided they do not relate in any part to cargo cost and/or ocean freight thereon, but cover only carrying and other legitimate expenses from/to carrier's terminal at bill of lading origin/destination. Such charges accepted without carrier's responsibility and full risk is for the party requesting such advance. Except as otherwise provided, articles tendered for transportation will be refused for shipment unless in such condition and so prepared for shipment as to render transportation reasonably safe and practicable. Provisions for the shipment of articles not enclosed in containers does not obligate the Carrier to accept an article so offered for transportation when enclosure in a container is reasonable necessary for protection and safe transportation.

21. DISBURSEMENT FEE

Unless otherwise specified in the applicable NRA or NSA, Carrier shall charge a six percent (6%) disbursement fee for any charges billed as per outlay to the Vessel-Operating Common Carrier (VOCC).

22. Each single carton, package, or other separate articles must be plainly and durably marked with the name and address of the shipper and the consignee. Export marks may be used as marking identification in lieu of names and addresses, provided such marks can be readily matches with the descriptions shown on the dock receipt and other papers accompanying the shipment. Packages must be marked durably and legibly and must show the port of destination. All packages must be numbered, which number together with marks and destination must appear on the shipping receipts and Bill of Lading.

23. Gross weight in pounds, and/or Kilos, and initials of port must be clearly and legibly shown on packages, and on original and copies of dock receipts tendered at time of delivery.

24. Each package, bundle or piece of freight must be plainly marked with the full name or initials of consignee, and the destination must be shown in full to insure proper delivery. If necessary, corrections must be made by the shipper or his representative.

25. Where packing requirements are specified, the rate will only apply when the commodity is tendered in the packing specified.

26. Where no package specifications are prescribed in the individual items, the goods will be accepted in any package which, in the judgment of the Carrier, adequately protects the goods from any damage in ordinary handling, stowage, and transport.

Tariff Rule Information

Org. No. 027574	**JAS Forwarding (H.K.) Limited dba Blue World Line** **NRA RULES TARIFF NO. 102 - Between (US and World)**
AMENDMENT NO. 0	
Rule 4:	**Cargo N.O.S.**

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

If no valid NRA or NSA is applicable to a particular Shipment then the Cargo, N.O.S. rates listed below will apply:

US Outbound	USD 30,000 / TEU
US Inbound	USD 30,000 / TEU
US Outbound	USD 1,000 / W/M
US Inbound	USD 1,000 / W/M

Tariff Rule Information

Org. No. 027574	**JAS Forwarding (H.K.) Limited dba Blue World Line** **NRA RULES TARIFF NO. 102 - Between (US and World)**
AMENDMENT NO. 0	
Rule 5:	**Vessel -Operating Common Carrier Applicable Charges**

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

1. Unless otherwise stated in the applicable NRA or NSA, the following surcharges may be passed through to shipper/consignee at-cost by Carrier from the underlying vessel-operating common carrier:

   a. Bunker Surcharge
   b. Low Sulphur Fuel Charge
   c. Fuel Recovery Surcharge
   d. Emergency Surcharge(s)
   e. EU Emissions Trading Surcharges
   f. Peak Season Surcharges

Verification of passthrough charges will be provided upon request.

Tariff Rule Information

Org. No. 027574	**JAS Forwarding (H.K.) Limited dba Blue World Line** **NRA RULES TARIFF NO. 102 - Between (US and World)**
AMENDMENT NO. 0	
Rule 6:	**Bill of Lading**

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

BILL OF LADING TERMS AND CONDITIONS

1. **DEFINITIONS**

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken or performed by or on behalf of the Carrier as to the Goods covered by this Bill of Lading including but not limited to the loading, transport, unloading, storage, warehousing and handling of the Goods and related documentary, customs and IT processes.
"Carrier" means JAS Forwarding (H.K.) Limited d/b/a Blue World Line on whose behalf this Bill of Lading has been issued.
"Carrier's Agents" include, but are not limited to, the JAS entity or agent which arranged the Carriage and/or issued this Bill of Lading for and on behalf of Carrier, and the JAS entity or agent in the country where the Goods are discharged and/or delivered.
"Charges" includes freight, demurrage, detention costs and all expenses and monetary obligations, including but not limited to duties, taxes and dues, incurred by the Carrier and payable by the Merchant.
"COGSA" means the Carriage of Goods by Sea Act of the United States of America, 46 U.S.C. §§ 1301 et seq., as amended.
"COGWA" means the Carriage of Goods by Water Act 1936 of Canada, as amended.
"Consolidate" includes stuffing, packing, loading or securing of Goods on or within Containers.
"Container" includes any container (including but not limited to open top containers), trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to Consolidate or facilitate the transport of such Goods.
"Goods" means the cargo that the Merchant has tendered for Carriage, as described on the face of this Bill of Lading, whether carried on or under deck and includes any Container(s), pallets, or similar articles of transport or packaging supplied or furnished by or on behalf of the Merchant.
"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924, and includes the amendments by the Protocol signed at Brussels on 23rd February 1968, but only if such amendments are compulsorily applicable to this Bill of Lading.
"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. "Holder" means any Person in possession of (or entitled to the possession of) this Bill of Lading.
"Indemnify" means defend, indemnify and hold harmless, including in respect of legal fees and costs, whether or not the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the indemnifying party.
"Merchant" includes the Shipper and the Persons named in this Bill of Lading as consignee and notify party, the receiver of the Goods and the Person entitled to receive the Goods on notification by the Merchant, the Holder of this Bill of Lading, any Person owning or lawfully entitled to the possession of the Goods or this Bill of Lading, the Person on whose account the Goods are handed to the Carrier, any Person acting on behalf of any of the above mentioned Persons, including agents, servants and Sub-Contractors.
"Multimodal Transport" arises if the Carrier has indicated a place of receipt and a different place of delivery on the front hereof in the relevant spaces.
"Non-US Carriage" means any Carriage which is not US Carriage.
"Package" where a Container is loaded with more than one package or Shipping Unit, the packages or other Shipping Units enumerated on the face of this Bill of Lading as packed in such Container and whether entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier" are each deemed a Package.
"Person" includes an individual, group, company or other entity.
"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports, and the Bill of Lading does not, in the nomination of the Place of Receipt or the Place of Delivery on the front hereof, specify any place or spot within the area of the port so nominated.
"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.
"Shipper" means the Person who tendered the Goods to the Carrier and any Person named as shipper in the Bill of Lading. "Stuffed" includes filled, consolidated, packed, loaded or secured.
"Sub-Contractor" includes but is not limited to owners, charterers and operators of Vessels (other than the Carrier), stevedores, terminal operators, road, rail and air transport operators, forwarding agents, liner agents, customs brokers, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractors, servants or agents employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, servants or agents thereof, whether in direct contractual privity with the Carrier or not.
"US Carriage" means Carriage to, from or through any port of the United States of America, including its districts, territories, and possessions.
"Vessel" means any waterborne craft used in the Carriage under this Bill of Lading including but not limited to ocean vessels, feeder vessels and inland water vessels whether named in the Bill of Lading or substituted vessels.

2. **CARRIER'S TARIFF AND TERMS AND CONDITIONS OF SERVICE**

The provisions of the Carrier's applicable tariff, if any, and the Carrier's terms and conditions of service are incorporated herein. Copies of the provisions of the Carrier's applicable tariff are obtainable from the Carrier or its agents upon request or, from the Carrier's publicly available tariff, which is published at https://www.jas.com/blue-world-line. The Carrier's terms and conditions of service are provided to the Merchant by the Carrier in other commercial documents related to the Carriage hereunder (which may include, but are not limited to, the Carrier's invoices, shipper's letter of instructions, credit application, powers of attorney, and other commercial documents), and at the Carrier's offices.

3. **WARRANTY**

3.1 The Merchant warrants that in agreeing to the terms hereof it is authorized to enter into this Bill of Lading.
3.2 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 of Lading and that such particulars, and any other particulars furnished by or on behalf of the

Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier.

3.3 The Merchant shall Indemnify the Carrier against all claims, losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in Clause 3 hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

4. **NEGOTIABILITY AND TITLE TO THE GOODS**

4.1 Whether the Bill of Lading is negotiable or non-negotiable, the Merchant receiving the Goods in any and all events warrants their entitlement to such receipt and agrees to Indemnify Carrier against all damages and liabilities which Carrier may incur as a result of releasing the Goods.

4.2 This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. **CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS**

5.1 Carrier shall be entitled to subcontract directly or indirectly on any terms, the whole or any part of the Carriage, loading, unloading, handling, storing, warehousing of the Goods and any and all duties undertaken by Carrier in relation to the Goods, or to substitute any other Vessel or means of transport for the Vessel without prior notice to the Merchant. Carrier may freely engage such third parties in accordance with their applicable terms and conditions, which shall in all events be binding upon Merchant. Merchant undertakes that no claim or allegation shall be made against any servant, agent or Sub-contractor of the Carrier which imposes or attempts to impose upon any of them or any Vessel owned by any of them any liability whatsoever in connection with the Goods, and if such claim or allegation should nevertheless be made, to Indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every servant, agent, Sub-Contractor (including subcontractors), or other Person whose services have been used to perform this Carriage shall be entitled to the rights, exemptions from, or limitations of, liability, defenses and immunities set forth herein. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants, agents, Sub-Contractors, or other Persons who shall be deemed to be parties to this Bill of Lading.

5.2 The Merchant acknowledges that, subject to Clause 6.1(a)(ii) below, no claim or allegations shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage. If a claim is nevertheless made against any such Person, Merchant agrees to Indemnify the Carrier against all consequences thereof. By entering into this contract for Carriage, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent or trustee for such Persons and Vessels, and such Persons and Vessels shall to this extent be deemed parties to this contract for Carriage.

5.3 The Merchant shall Indemnify the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's limited liability under this Bill of Lading.

5.4 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier, whether the action is founded in contract, tort, bailment, breach of express or implied warranty or otherwise.

5.5 HIMALAYA CLAUSE. All exceptions, exemptions, defenses, immunities, limitations of liability, privileges, and conditions granted or provided by this Bill of Lading, tariff, or statute for the benefit of the Carrier, shall also apply to and for the benefit of the officers and employees of the Carrier and the Carrier's Agents, officers and crew of the Vessel, and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators, and agents) and the employees of each of them.

6. **CARRIER'S LIABILITY**

6.1 **PORT TO PORT SHIPMENT:**

(a) For US Carriage

(i) This Bill of Lading shall have effect subject to the provisions of COGSA regardless of whether said act would apply of its own force. The provisions of COGSA are incorporated herein and, unless otherwise set forth herein, shall apply at all times to the Goods in the Carrier's possession, custody, or control, including the period prior to loading and subsequent to discharge, for so long as the Goods remain in the possession, custody, or control of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGSA. Except for Clause 6.1(b), every other term, condition, limitation, defense and liberty whatsoever contained in this Bill of Lading shall apply to US Carriage.

(ii) Where the Merchant requests the Carrier to procure Carriage by an inland carrier in the United States of America, such Carriage shall be procured by the Carrier as agent only to the Merchant and such Carriage shall be subject to the inland carrier's own contractual conditions and/or tariff and in such event Merchant shall have no cause of action against Carrier for loss, damage or delay to the shipment caused by the acts or omissions of the inland carrier, and will assert said cause of action solely against the carrier(s) responsible for said loss, damage or delay. If, for any reason, the Carrier is denied the right to act as agent only at these times, his liability for loss, damage or delay to the Goods shall be determined in accordance with this Clause 6.

(iii) Carrier's liability for compensation for loss of or damage to Goods occurring during any portion of the Carriage governed by COGSA by force of law, shall not in any event exceed the amount US$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. For purposes of determination of Carrier's liability under COGSA, the meaning of the word "package" shall be any palletized and/or unitized assemblage of cartons which has been palletized and/or unitized for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof.

(iv) The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the Vessel up to and during discharge from the Vessel. The Carrier shall not be liable for any loss or damage whatsoever in respect of the

Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant authorizes the Carrier, as agent, to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the Vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others. The Carrier may, as such agent, enter into contracts with others on any terms whatsoever, including terms less favorable than the terms in this Bill of Lading.

(b) For Non-US Carriage

(i) For all Carriage to or from Canada, this Bill of Lading shall have effect subject to the provisions of COGWA regardless of whether said act would apply of its own force. The provisions of COGWA are incorporated herein and, unless otherwise set forth herein, shall apply at all times to the Goods in the Carrier's possession, custody, or control, including the period prior to loading and subsequent to discharge for so long as the Goods remain in the possession, custody, or control of the Carrier or its Sub-Contractor, including Goods carried on deck. Nothing contained herein is to be deemed as a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under COGWA.

(ii) The period of responsibility of the Carrier for any loss or damage to the Goods shall commence only at the moment the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.

(iii) Except for Clause 6.1(a) and Clause 6.1(b)(i), all Carriage to and from other states shall be governed by any national law making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or, if no such national law is compulsorily applicable, then in accordance with the Hague-Visby Rules Article 1-8 inclusive (excluding Article 3 rule 8).

(iv) The Carrier shall be under no liability whatsoever for loss or damage to the Goods while in its actual or constructive possession before loading or after discharge, howsoever caused. Notwithstanding the foregoing, in case and to the extent that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty in the Hague Rules, Hague-Visby Rules, or any other rules as applied by Clause 6.1(b) during such additional compulsory period of responsibility, notwithstanding that the loss or damage did not occur at sea.

6.2 **MULTIMODAL TRANSPORTS**.

(a) Where the Carriage is Multimodal Transport and shipments are to or from the United States of America, the liability of the Carrier shall be either:

(i) by provisions of COGSA if the loss or damage is known to have occurred during Carriage by sea to or from the United States of America or to or from a container yard or container freight station in or immediately adjacent to the sea terminal at the Port of Loading or Port of Discharge in ports of the United States of America; or

(ii) in the event it can be shown that the damage or loss to the Goods occurred during the domestic transportation in the United States and a separate Bill of Lading is issued to cover such transport, Carrier's liability shall be limited to the lesser of the limits as set forth in Clause 6.1(a)(iii) above or the liability as set forth or referenced in the separate Bill of Lading.

(b) Where Multimodal Transport is Non-US Carriage is and the Merchant can prove at what stage the loss or damage occurred, the liability of the Carrier shall be determined by:

(i) the provisions contained in any international convention or national law, which applies compulsorily to the relevant stage of the Multimodal Transport and cannot be departed from by private contract to the detriment of the claimant; or

(ii) where an international convention or national law does not apply compulsorily to the stage of the movement where the loss or damage occurred, any liability of the Carrier shall be determined by Clause 6.2(c).

(c) Where the Non-US Carriage is Multimodal Transport but the Merchant cannot prove at what stage the loss or damage occurred or if this Clause applies pursuant to Clause 6.2(b),

(i) the Carrier shall be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

a. the wrongful act or neglect of the Merchant or any Person acting on behalf of the Merchant other than the Carrier or its servant, agent or Sub-Contractor;

b. compliance with the instructions of a Person entitled to give them;

c. the lack of, or defective condition of packing in the case of Goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;

d. handling, loading, stowage or unloading of the Goods by the Merchant, or any Person acting on behalf of the Merchant;

e. inherent vice of the Goods;

f. insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads;

g. strikes or lockouts or stoppage or restraint of labor from whatever cause whether partial or general;

h. an act, neglect or default in the navigation or management of the Vessel occurring during Carriage by water;

i. fire, unless the fire was caused by the actual fault or privity of the Carrier or lack of exercise of due diligence to make the Vessel seaworthy, properly to man, equip and supply the Vessel or to make her fit and safe for the reception, Carriage and preservation of the Goods; for which the Merchant shall have the burden of proof;

j. a nuclear incident;

k. any other cause or event which the Carrier could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.

(ii) when the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in Clause 6.2(c), it shall be presumed that it was so caused and the Carrier relieved of liability. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(iii) where the loss or damage was partly caused by one of the causes at Clause 6.2(c)(i), the Carrier shall only be liable to the extent that another cause contributed to the loss or damage.

(iv) Subject to the Carrier's right to limit liability as provided for within this Bill of Lading, the Carrier's liability shall be calculated by reference to the value of the Goods at the place and time at which they were accepted for Carriage and limited as follows:

a. where the Hague Rules, Hague-Visby Rules or any other rules compulsorily apply to the Carriage, the Carrier's liability shall in no event exceed the amounts provided for in the applicable rules; and

b. in all other cases compensation shall not exceed the limitation of liability of 2 (two) SDRs per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arises. SDR means Special Drawing Right as defined by the International Monetary Fund.

6.3 **Provisions applicable to Carrier's Liability for both US and Non-US Carriage**:

(a) If the Goods are discharged at a port other than the Port of Discharge or at a Place of Delivery instead of the Port of Discharge, and the Carrier in its absolute discretion agrees to a request to such effect, such further Carriage will be undertaken on the basis that this Bill of Lading is to apply to such Carriage as if the ultimate destination agreed with the Merchant had been entered on the front side of this Bill of Lading as the Port of Discharge or Place of Delivery.

(b) **Delay**. 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. The Carrier shall, under no circumstances be liable for loss of profits, income, utility, interest, loss of market, or any direct, indirect, special, incidental, punitive or consequential damages caused by delay, whether or not Carrier had prior knowledge that such damage might be incurred. Scheduled or advertised departure and arrival times are only expected times and are not a guarantee of delivery by a date certain. Scheduled or advertised departure and arrival times may be advanced or delayed should the Carrier find it necessary, prudent or convenient, and do not guarantee delivery by a date certain.

(c) **Ad Valorem**. The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods, and that higher compensation than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods is declared by the Shipper prior to the commencement of the Carriage stated in this Bill of Lading and extra freight is paid, if required. In that case, the amount of the declared value shall be substituted for the limits set forth in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If Merchant procures insurance for the Goods, such action shall be conclusive as no value being declared for the Goods.

(d) **Description of Goods**

(i) This Bill of Lading shall be *prima facie* evidence of the receipt by the Carrier from the Shipper in apparent good order and condition, except as otherwise noted, of the total number of Containers or other Packages or units indicated in the applicable box on the face hereof.

(ii) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(iii) If any particulars of any letter of credit, import license, and/or sales contract, invoice, order number, and/or details of any contract to which the Carrier is not a party, are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value, and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to Indemnify the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 6.3(c) apply, the value of the Goods is unknown to the Carrier.

(e) It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage, but is inherent to the nature of the Goods, and the Carrier's acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

(f) **Notice of Loss or Damage**. The Carrier shall be deemed *prima facie* to have delivered the Goods as described in this Bill of Lading unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his 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

(3) consecutive calendar days thereafter.

(g) **Time-bar**. The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier as prescribed below:

(i) where the Hague Rules, Hague-Visby Rules or any other rules apply compulsorily to the Carriage, the time limit for bringing claims will be as prescribed by the applicable rules.

(ii) in all other cases, within twelve (12) months after the delivery of the Goods or the date when the Goods should have been delivered.

(h) When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against any and all responsible parties, on account of the losses or damages for which such claims are paid.

7. **SHIPPER'S/MERCHANT'S RESPONSIBILITY**

7.1 Each Person defined as a Merchant hereunder shall be jointly and severally liable to Carrier for fulfillment of all obligations undertaken by any Merchant, and the Shipper set forth on the front side of this Bill of Lading shall notify all Merchant Person(s) of such liability in this Bill of Lading and remain so liable throughout Carriage, notwithstanding any transfer of this Bill of Lading and/or title to the Goods to another party.

7.2 The Merchant shall comply with all applicable laws, regulations or requirements of customs authorities, the port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods, and shall Indemnify the Carrier in respect thereof. If the Vessel is delayed due to an act or omission by the Merchant, the Merchant shall be responsible to Carrier for all costs, including clean up and delay, incurred as a result of the Merchant's acts or omissions.

7.3 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 free from labels, etc., with interiors brushed clean, odor free and in every respect fit for immediate reuse, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a Container not be returned as required above within the time prescribed, the Carrier is entitled to take such steps as he considers appropriate for the account of the Merchant, and the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

7.4 The 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. The Merchant shall be liable for any loss, damage or injury caused by faulty or insufficient packing or by faulty loading or packing within Containers when such loading or packing has been performed by the Merchant or on behalf of the Merchant, or by the defect or unsuitability of the Containers when supplied by the Merchant, and shall Indemnify the Carrier against any additional expenses so caused.

7.5 Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are as-is and at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall defend, Indemnify and hold harmless the Carrier for all loss and/or damage to such Containers occurring during such period. The Merchant shall also Indemnify the Carrier for any loss, damage, injury, fines or expenses caused or incurred by such Containers while in its control.

7.6 The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage (including, but not limited to, Containers) of the Carrier or Sub-Contractor (other than the Merchant) caused by the Merchant or any Person acting on its behalf or for which the Merchant is otherwise responsible.

8. **DANGEROUS, HAZARDOUS, OR NOXIOUS CARGO**

8.1 Merchant shall not tender to Carrier any Goods which are or may become dangerous (whether or not so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become liable to damage any property or Person whatsoever without the written consent of the Carrier.

8.2 If such written consent is granted by the Carrier, the Container and/or other covering in which the Goods are to be transported and/or the Goods themselves shall be sufficiently and distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with all applicable laws, regulations and/or requirements.

8.3 If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation, and the Merchant shall be liable for all loss, damage, delay or expenses arising from the Carriage. The burden of proof that the Carrier knew the exact nature of the danger constituted by the Carriage of the Goods shall rest upon the Merchant.

8.4 The Merchant shall comply with rules which are mandatory according to the national law or by reason of international convention, relating to the Carriage of Goods of a dangerous nature. If any Goods shipped with the knowledge of the Carrier as to their dangerous nature shall become a danger to the Vessel or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

8.5 The Merchant shall Indemnify the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 8 or from any cause in connection with the Goods for which the Carrier is not responsible.

8.6 Temperature-controlled cargo:

(a) The 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 the Merchant or a Person acting on his behalf) of their nature and particular temperature range to be maintained, and in the case of a temperature controlled Container Stuffed by or on behalf of the 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 the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

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

9. **CONTAINERS**

9.1 Goods may be Stuffed by the Carrier in or on Containers and Goods may be Stuffed with other goods.

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

9.3 If a Container has been Stuffed by or on behalf of the Merchant:

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

(i) caused by the manner in which the Container has been Stuffed;

(ii) caused by the unsuitability of the Goods for Carriage in Containers;

(iii) caused by the unsuitability or defective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this Clause 9.3(a)(iii) shall apply only if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was Stuffed; and

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

(b) the Merchant shall Indemnify the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from one or more of the matters covered by Clause 9.3(a) above, except for Clause 9.3(a)(iii) above.

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

10. **INSPECTION OF GOODS**

The Carrier, or any Person authorized by the Carrier, shall be entitled, but under no obligation, to open any Container or Package at any time, and to inspect the Goods.

11. **MATTERS AFFECTING PERFORMANCE**

11.1 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 the Carriage has commenced), the Carrier may:

(a) without notice to the Merchant, abandon the Carriage of the Goods, and where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; and without prejudice to the Carrier's right subsequently to abandon the Carriage under Clause 11.1(a) above, continue the Carriage. In any event, the Carrier shall be entitled to full Charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above circumstances.

11.2 The liability of the 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, authority, or any Person acting or purporting to act as or on behalf of such government or authority.

12. **METHODS AND ROUTES OF TRANSPORTATION**

12.1 Carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever, including but not limited to, inland carriage by truck, rail and/or air, proceed at any speed and by any route in the Carrier's sole discretion – irrespective of whether such route is the nearest, most direct, customary, or advertised route, proceed to, return to, and stay at any port or place whatsoever in any order, in or out of the route, or in a contrary direction to or beyond the Port of Discharge once or more in order to, without limitation, carry contraband and hazardous Goods, explosives, munitions or warlike stores, save or attempt to save life or property.

12.2 The liberties set out in Clause 12.1 above may be invoked by the Carrier (without notice to Merchant) for any purposes whatsoever, whether or not connected with the Carriage of the Goods. Any act in accordance with Clause 12.1 above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be deemed to be a deviation.

13. **DECK CARGO (AND LIVESTOCK)**

13.1 Goods of any description, whether containerized or not, may be stowed on or under deck without notice to the Merchant, and such stowage shall not be a deviation of whatsoever nature or degree. Subject to Clause 13.2 below, such Goods, whether carried on deck or under deck, shall participate in General Average, as explained in Clause 16 below, and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.

13.2 Goods (not being Goods Stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, 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 or inland water-way whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all and any extra cost incurred for any reason whatsoever in connection with Carriage of such livestock.

14. **DELIVERY OF GOODS**

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

15. **BOTH-TO-BLAME COLLISION**

If the Vessel carrying the Goods (the carrying Vessel) collides with any other Vessel or object (the non-carrying Vessel or object) due to the negligence of the non-carrying Vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying Vessel or object, the Merchant undertakes to Indemnify the Carrier against all claims, liability, costs, attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying Vessel or object.

16. **GENERAL AVERAGE**

16.1 The Carrier may declare "General Average" which shall be adjustable according to the York Antwerp Rules of 1974 at any place at the option of the Carrier. The Amended Jason Clause as approved by the Baltic and International Maritime Council (BIMCO) is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard.

16.2 Notwithstanding Clause 16.1 above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made against the Carrier and shall provide such security as may be required by the Carrier in this connection.

16.3 The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

17. **FREIGHT & CHARGES**

17.1 Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event by the Merchant.

17.2 The Merchant's attention is drawn to the stipulations concerning the currency in which the freight is to be paid, rate of exchange, devaluation and other contingencies relative to freight in the applicable tariff.

17.3 Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages to the Carrier.

17.4 All freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

17.5 The Merchant shall be jointly and severally liable to the Carrier for the payment of freight and all Charges, including attorneys' fees, costs, and expenses incurred in collecting such freight, and the performance of the obligation of each of them hereunder.

17.6 The Merchant shall be jointly and severally liable for demurrage, detention, general order, and any and all costs associated with the abandonment of the freight or a refusal of the consignee to make delivery, whether or not freight is "pre-paid" or "collect."

17.7 The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the Vessel and/or Goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entire transit period.

17.8 The Merchant shall reimburse the Carrier, be jointly and severally liable for, and Indemnify the Carrier against all dues, duties, taxes and Charges including consular fees levied on the Goods or all fines and/or losses sustained or incurred by the Carrier in connection with the Goods however caused, including the procedure consular, board of health, or other certification to accompany the Goods.

17.9 The Merchant shall be jointly and severally liable for return freight and Charges on the Goods refused exportation or importation.

17.10 The Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for the performance of the obligation of each of them hereunder.

18. **LIEN**

18.1 The Carrier shall have a general and continuing lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs, including attorney's fees of recovering the same. The Carrier shall have the right to sell the Goods and documents by public auction or private treaty, upon notice to the Merchant, at the Merchant's expense, and without any liability towards the Merchant. If on the sale of Goods, the proceeds fail to cover the amount due and attorneys' fees, costs and expenses incurred, then Carrier may recover the difference from Merchant.

18.2 Warehouseman Lien. Should Goods enter demurrage in the United States of America, Carrier shall assume all rights of a warehouseman and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the Goods upon payment of all sums whatsoever due at any time to the Carrier from the Merchant. If Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier shall have a general and continuing lien for Charges and expenses in relation to other Goods in, whether or not these Goods have been delivered by Carrier.

19. **WRITING REQUIRED TO VARY OR MODIFY THE CONTRACT**

The Merchant agrees that all agreements or freight engagement for and in connection with the Carriage of the Goods are superseded by this Bill of Lading unless otherwise agreed upon in writing by Carrier and Merchant and only by Carrier's officer, director, or agent with actual authority to waive, vary, alter, or modify any terms herein.

20. **SEVERABILITY**

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.

21. **JURISDICTION AND LAW CLAUSE**

For US Carriage, any dispute or claim arising under this Bill of Lading shall be governed by the laws of the State of New York (without regard to its conflicts of laws principles), and the United States District Court of the Southern District of New York shall have exclusive jurisdiction over any dispute arising from or relating to the Carriage evidenced by this Bill of Lading. In all other cases of dispute or claim, this Bill of Lading shall be governed by and construed in accordance with the law and courts of Hong Kong to the exclusion of the jurisdiction of the laws and courts of another country. Alternatively, and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a competent court of a place of business of the Merchant. The Carrier and Merchant agree to irrevocably submit to the personal jurisdiction of the above courts, and thereby waive any defense to such jurisdiction including forum non conveniens.

FACE OF BILL OF LADING

BLUE WORLD LINE
JAS Forwarding (H.K.) Limited
BILL OF LADING: - BOND # 7990894 - ORGANIZATION # 027574

SHIPPER / EXPORTER	BILL OF LADING / CONSOL EXPORT REFERENCES Incoterm®
CONSIGNEE	FORWARDING AGENT Phone: Fax:
NOTIFY PARTY PH:	FOR ARRIVAL INFO & RELEASE OF CARGO CONTACT Fax:

PLACE OF RECEIPT	PORT OF LOADING	PORT OF DISCHARGE	FINAL DESTINATION
VESSEL / VOYAGE NO.			
MASTER BILL			

DETAILS OF CARGO AS DECLARED BY SHIPPER

MARKS AND NUMBERS	NO. OF PKGS	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	VOLUME
		TOTAL: THIRTY FOUR PACKAGE(S) ONLY		

Container Seals Type Weight(KG) Volume(M3) Packages Mode

	FREIGHT CHARGES PAYABLE AT	Shipper Load and Count
PREPAID CHARGES	COLLECT CHARGES As Agreed	

NO. OF ORIGINAL SHIPPED ON BOARD

PLACE OF ISSUE A DATE OF ISSUE

Tariff Rule Information

Org. No. 027574 **JAS Forwarding (H.K.) Limited dba Blue World Line**
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 7: Conflict Between Rules Tariff and Bill of Lading
Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

In the case of any conflict between the provisions of this Rules Tariff and the terms and conditions of the Carrier's Bill of lading issued to Customer, the terms and conditions of the Carrier's Bill of Lading controls.

Tariff Rule Information

Org. No. 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	
Rule 8:	NVOCCs in Foreign Commerce: Bonds and Agent

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Carrier has furnished the Federal Maritime Commission a bond in the amount required by 46 CFR 515.21 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation-related activities and any order for reparations or penalties assessed under the Shipping Act of 1984, as amended.

BOND NO.: **7990894**

NAME OF SURETY COMPANY THAT ISSUED THE BOND: **Great American Alliance Insurance Company**

In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary, Federal Maritime Commission will be deemed to the Carrier's agent for service of process. Service of administrative process, other than subpoenas, may be affected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested.

AGENT OF SERVICE OF PROCESS ADDRESS

JAS Worldwide Management, Inc.
Attn: Office of General Counsel & Chief Compliance Officer
6195 Barfield Road
Atlanta, GA 30328

Tariff Rule Information

Org. No. 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	
Rule 9:	Overcharge Claims

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

All claims for adjustment of freight charges must be presented to the Carrier in writing at the address shown in the Tariff Record within three (3) years after the date of receipt of shipment by Carrier. Any expenses incurred by the Carrier in connection with its investigation of the claim shall be borne by the party responsible for the error, of, if no error be found, by the Claimant.

Claims for freight rate adjustments will be acknowledged by the Carrier within 20 days of receipt by written notice to the Claimant of all governing tariff provisions and Claimant's rights under the Shipping Act of 1984.

Claims seeking the refund of freight overcharges may be filed in the form of a complaint with the Federal Maritime Commission, Washington, D.C. 20573, pursuant to Section 11(g) of the Shipping Act of 1984. Such claims must be filed within three years of the date of receipt of shipment by Carrier.

Tariff Rule Information

Org. No. 027574	JAS Forwarding (H.K.) Limited dba Blue World Line NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O	
Rule 10:	Freight Forwarder Compensation

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Freight Forwarder Compensation will not be paid.

Tariff Rule Information

Org. No. 027574 | **JAS Forwarding (H.K.) Limited dba Blue World Line**
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 11: Certification of Shipper Status in Foreign Commerce

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Each Shipper who is a Non-Vessel-Operating Common Carrier (NVOCC) MUST clearly state its status as an NVOCC when cargo is booked with, or tendered to, the Carrier for transportation service. If the Shipper tendering the cargo identified itself as an NVOCC, the Shipper shall provide to Carrier prior to tendering any shipment, proof of the NVOCC's compliance with the FMC licensing, registration, tariff and financial responsibility requirements before the Carrier accepts or transports cargo for the account of such NVOCC (e.g., a copy of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission). Immediate notice of any cancellation of its tariff or bond shall be given to Carrier by an NVOCC. Additional copies of the current list of tariffed and bonded NVOCCs provided by the Federal Maritime Commission or other evidence initially provided showing compliance with the tariff and bonding requirements shall be sent to Carrier by each NVOCC semi-annually, each April 15 and October 15.

If any NVOCC provides a false or misleading certification to Carrier, either of its status or of it having filed a tariff and surety bond with the FMC, it shall be liable to Carrier for any fines, penalties or damages sustained by Carrier due to Carrier transporting cargo in violation of Public Law 98-237.

Tariff Rule Information

Org. No. 027574 | **JAS Forwarding (H.K.) Limited dba Blue World Line**
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 12: Co-Loading in Foreign Commerce

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Co-loading means the combining of cargo by two or more non-vessel-operating common carriers (NVOCCs) for tendering to an ocean common carrier under the name of one or more of the NVOCCs.

Extent of Activity: JAS Forwarding (H.K.) Limited may participate in co-loading agreements on a Shipper-to-Carrier basis. In the event JAS Forwarding (H.K.) Limited acts as Shipper in any co-load shipments, it will notify its shipper-customers by annotating each applicable House Bill of Lading it issues with the identity of any other NVOCC to which the shipment has been tendered for co-loading. JAS Forwarding (H.K.) Limited shall co-load cargo at its discretion and will be responsible to the receiving NVOCC for payment of any charges for transportation of the cargo when acting as the tendering NVOCC.

Liability: JAS Forwarding (H.K.) Limited's liability to a Shipper is as specified on its House Bill of Lading regardless of whether or not the cargo has been co-loaded.

Tariff Rule Information

Org. No. 027574 | **JAS Forwarding (H.K.) Limited dba Blue World Line**
NRA RULES TARIFF NO. 102 - Between (US and World)
AMENDMENT NO. O
Rule 13: Prohibited Cargo

Effective: August 1, 2024 Thru: NONE Expires: NONE Publish: August 1, 2024

Absent prior written authorization from the Carrier, the following cargo shall **NOT** be accepted for transportation by JAS Forwarding (H.K.) Limited for transportation under this Rules Tariff or under any NRA or NSA governed by this Rules Tariff:

1. Animals, live, domestics or wild, including pets or livestock;
2. Articles, or parts thereof, the transportation of which is prohibited in U.S. interstate or foreign commerce, or which is prohibited by applicable laws of other countries to or through which Carrier provides transportation services;
3. Articles or cargo which, because of their inherent characteristics, are liable to impregnate, destroy or otherwise damage cargo, vessels, docks, piers, terminals, warehouses, or transporting/handling equipment;
4. Explosives and radioactive materials; or
5. Green salted hides.

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