


SHIPPER		BILL OF LADING N.		
CONSIGNEE OR ORDER		CARRIER  Sede Legale e Uffici: 19126 LA SPEZIA - Italia Via Privata Enel, snc Tel. +39.0187.5371 www.tarros.it Ufficio Registro Imprese di La Spezia n° 00910150119 R.E.A. n° 83628 Codice Fiscale e Partita IVA n° I T 0 0 9 1 0 1 5 0 1 1 9		
NOTIFY PARTY / ADDRESS		VESSEL	VOYAGE NO.	
FOR DELIVERY OF GOODS APPLY TO		Received by the Carrier in apparent good order and condition (unless otherwise noted herein) the total number of Containers or other packages or units indicated in the box herebelow under "Total no. of Packages or Units or Containers received by Carrier", for Carriage subject to all the terms and conditions hereof (including the terms and conditions on the reverse hereof) from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable, on payment of Freight as indicated in the relevant box herebelow. Weight, measures, marks, numbers, quality, contents and value, if mentioned in this Bill of Lading, are to be considered as unknown by the Carrier. This is a negotiable Bill of Lading, one original Bill of Lading must be surrendered duly endorsed for exchange for the cargo. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR WRITTEN, OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT.		
PRECARRIAGE / ON CARRIAGE BY	PLACE OF RECEIPT	PORT OF LOADING	PORT OF DISCHARGE	PLACE OF DELIVERY
	<small>applicable only when document used as through bill of lading</small>			<small>applicable only when document used as through bill of lading</small>

TOTAL NO. OF PACKAGES OR UNITS OR CONTAINERS RECEIVED BY CARRIER	MARKS AND NOS OF GOODS	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
<div style="font-size: 48px; opacity: 0.1; transform: rotate(-30deg); position: absolute; top: 50%; left: 50%;">NOT VALID</div>				

FREIGHT (see clause 18)	ABOVE DETAILS OF GOODS DECLARED BY SHIPPER - NOT CHECKED BY THE CARRIER (SEE CLAUSES 6, 7) IN WITNESS of the contract herein contained the number of Bills of Lading stated below, all of this tenor and date, have been signed by the Carrier or its Agent, and whenever one original Bill of Lading has been surrendered the others shall be void
	ISSUED AT _____ ON _____
	NUMBER OF NEGOTIABLE B/L ISSUED _____ TERMS OF CARRIAGE _____
	SIGNATURE OF THE CARRIER OR OF THE AGENT OF THE CARRIER _____

TEXAS PROJECT CASO BLI, TEXAS AND COMMONS 2023

1. Definitions

'Carrier' means the party named on the front of this document as being the Carrier for this consignment.

'Merchant' includes the Shipper, Holder of this Bill of Lading (hereinafter referred as B/L), Consignee, Receiver of the Cargo, any person owning or entitled to the possession of the Cargo or of this B/L and anyone acting on behalf any such person.

'Subcontractor' includes but is not limited to owners, charterers and operator of the Vessel(s) (if the Carrier), stevedores, terminal operators, road and rail transport operators and any other independent contractor (employed directly or indirectly by the Carrier in the performance of the Carriage.

'Cargo' means the whole or any part of the Cargo and any package carried under the contract evidenced by this B/L and includes any equipment not supplied by or on behalf of the Carrier.

'Equipment' includes any container, trailer, transportable tank, flat rack, box, crate, cradle or pallet or any similar article used to consolidate the Cargo and any equipment thereof or connected thereto.

'Cargo services' means the whole or any part of the operations and services undertaken by the Carrier in respect of the Cargo.

'Lashing' includes bringing the cargo into the holds and taking it from the holds, loading/unloading, stowing/unstowing and/or trimming, lashing/unlashing and/or securing the Cargo, deck clamping.

'Combined Transport' arises if the place of receipt and/or the place of delivery is/are indicated on the front hereof in the relevant spaces.

'Port to Port shipment' means the Carriage between the Port of Loading and the Port of Discharge.

'Freight' includes all charges payable to the Carrier in accordance with the applicable Tariff and/or the contract evidenced by this B/L.

'Vessel' includes the vessel named on the front hereof and any ship, lighter, barge or other vessel which is or shall be substituted, in whole or in part, for that vessel.

2. Law and jurisdiction

2.1 If Carriage under this B/L is Port to Port shipment, this B/L shall be subject to the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25th August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23rd February 1968 ("the Hague-Visby Rules"), and the Protocol signed at Brussels on 21st December 1979 ("the SDR Protocol") unless the governing law makes the Hague Rules or the Hague-Visby Rules compulsory applicable in which case the said Hague or Hague-Visby Rules shall apply to this B/L only to the extent that they are compulsory applicable.

The law of the Carrier shall in no event supersede the amounts provided in the Hague Rules or Hague-Visby Rules as amended by the SDR Protocol, whichever are compulsory applicable.

2.2 If Carriage under this B/L is a Combined Transport, the Carrier liability shall be as follows:

2.2.1 Where the loss or damage occurred during the part of the Carriage between the port of loading and the port of discharge mentioned in this B/L, the liability of the Carrier shall be determined in accordance with clause 2.1. above;

2.2.2 Where the loss of damage occurred during the pre-carriage or on-carriage by rail or by road from a place of receipt to port of loading or from port of loading to place of delivery, the liability of the Carrier shall be subject to the pre-package/limitation and limit to the per kilo limit as provided in the Hague-Visby Rules as amended by the SDR Protocol.

2.2.3 If the place of loss or damage cannot be established, then the loss or damage shall be presumed to have occurred during the Port to Port section of the Carriage and the liability of the Carrier shall be determined in accordance with clause 2.1. above.

2.2.3 Insofar as anything is not dealt with by the above Hague Rules or Hague-Visby Rules and is not governed by the present terms and conditions the Law of Italy shall apply.

2.2.4 Any act, service or transport that the Carrier arranges for the Merchant which is not mentioned on this B/L does under the Merchant's own responsibility, risk and expense and the Carrier acts as Merchant's agent only.

2.2.5 Any dispute arising under this B/L shall be determined by the Courts of La Spezia, Italy, and no other Court shall have jurisdiction with regard to any such action, unless the Carrier elects to apply to another Italian of Foreign Court.

3. Warranty

The Merchant warrants that in agreeing to the terms and conditions in this B/L, it is the owner of the Cargo or it does so with the authority of the person owning or entitled to possession of the Cargo or of this B/L.

4. Agreement about the Terms and Conditions

4.1 The Carrier, accepting, endorsing, transferring, presenting or holding this B/L, the Merchant agrees to all terms and conditions printed, stamped or typed on the front and on the reverse of this B/L, or any version defined as "Merchant" is jointly and severally liable towards the Carrier for all the undertakings, responsibilities and liabilities of the Merchant under or in connection with this B/L or the contract hereby evidenced.

5. Subcontracting and indemnity

5.1 The Carrier shall be entitled to subcontract on any terms whatsoever the whole or any part of the Carriage.

5.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any person whatsoever by whom the Carriage or part of the Carriage is performed or undertaken (other than the Carrier) which imposes on attempts to impose upon any such person, or any vessel owned by any such person, any liability whatsoever in connection with the Cargo or the Carriage of the Cargo, whether or not arising out of negligence on the part of such person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing every such person shall have the benefit of every exemption, limitation, condition and liability herein contained and of every right, exception from liability, defence and immunity of whatsoever nature applicable to the Carrier as if such provisions were expressly for its benefit; and in entering into this contract, the Carrier, to the extent of these provisions, does so not only on its own behalf but also as agent and trustee for such persons.

5.3 The provisions of clause 5.2, including but not limited to, the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other persons chartering space on the carrying Vessel.

5.4 The Merchant further undertakes that no claim or allegation in respect of the Cargo shall be made against the Carrier by any person other than the Merchant in accordance with the terms and conditions of this B/L which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Cargo or the Carriage of the Cargo, whether or not arising out of negligence on the part of the Carrier and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6. Description of Cargo

6.1 This B/L shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, except as otherwise noted, of the total number of Cargo, Equipment, packages or other units specified on the front hereof under "Total No. of Packages or Units or Containers received the Carrier".

6.2 No representation is made by the Carrier as to the weights, contents, measure, quality, description, condition, marks, numbers, temperature or value of the Cargo, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

6.3 The Merchant warrants that the Cargo and/or Merchant-packed Equipment are lawful goods, contain no drug, contraband or other illegal substances or contraband.

6.4 If any particulars given by any letter of credit or import licence and/or sale contract and/or invoice or order number and/or details of any nature whatsoever in this B/L are not a party are shown on the front of this B/L and/or of any other document exchanged between the Carrier and the Merchant, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees that the inclusion such particulars shall not be regarded as a declaration of value and in no way affects the Carrier's liability under this B/L. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this B/L. The Merchant acknowledges that, except when the provisions of clause 14 apply, the Carrier ignores if the Cargo is of valuable nature.

7. Merchant's Responsibility

7.1 The Merchant warrants to the Carrier that the particulars relating to the Cargo as set out on the front hereof have been checked by or on behalf of the Merchant on the receipt of this B/L and that such particulars and any other particulars furnished by or on behalf of the Merchant are correct.

7.2 The Merchant shall indemnify the Carrier against all losses, damages, fines and expenses arising or resulting from any breach of any of the warranties in clause 7.1, heretofore or from any other cause in connection with the Cargo for which the Carrier is not responsible.

7.3 The Merchant shall comply with all regulations or requirements of customs, ports, local and national authorities and all other authorities of the countries of origin, loading, transit, unloading and destination of the Cargo, and shall bear and pay all duties, taxes, imposts, fines, penalties, expenses or losses (including, without prejudice to the generality of the foregoing, the full return Freight for the Cargo) to be incurred by the Merchant in respect of the Cargo at the port of discharge to the place of delivery nominated herein or to the amended port of discharge or the amended place of delivery) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient packaging, marking, numbering or addressing of the Cargo, or by reason of the discovery of any drugs or any other illegal substances inside any Equipment used or packed by the Merchant or on goods supplied by the Merchant or of the discovery of any stowaways inside the Cargo and/or the Equipment and shall indemnify the Carrier in respect thereof.

7.4 The Merchant shall return any empty Equipment furnished by the Carrier, in like good order and conditions, undamaged, odour free, cleaned and not washed whenever necessary and with all fittings installed by the Merchant removed, to the point or place designated by the Carrier at the time prescribed in clause 24 of this B/L. The Merchant shall be liable to indemnify the Carrier for any and all losses or expenses whatsoever incurred to replace or to replace the Equipment not returned in the conditions specified above.

7.5 The Merchant shall not be returned within the prescribed time, the Merchant shall be liable for any demurrage, loss, or expenses which may arise from such non-return.

7.6 The Merchant shall be responsible for Equipment demurrage and storage charges due to detention, seizure or arrest of Cargo by Customs or other Authorities even if not due to Merchant's act or omission.

8. Cargo Requirements

8.1 All Cargo and/or Equipment shall be fully stackable, overstackable and forkliftable without any restrictions, unless otherwise specified by the Merchant.

8.2 All Cargo shall be suitably packed for ocean transportation and have lifting, lashing and securing points and centres of gravity clearly marked. The Merchant is responsible to ensure that the Cargo is provided with proper studs attached and, if required, any Equipment used for securing the Cargo is fit for the purpose and the Cargo is suitably secured within the Equipment. The Merchant shall fit the Cargo and/or Equipment as appropriate with sufficient lifting lugs and sufficient lashing points for the Cargo and/or the Equipment to be properly secured. If individual Cargo items are not flat at both bottoms, then a footprint sketch is required and any timber or steel beams required to spread the weights to support the Cargo shall be the Merchant's responsibility.

8.3 If the Cargo has not been loaded, packed, stuffed and/or consolidated into the Equipment by or on behalf of the Carrier, the Carrier shall not be liable for loss of or for damage to the Cargo caused by the manner in which the Cargo has been loaded, packed, stuffed and/or consolidated or the unsuitability of the Cargo for Carriage (by sea, rail and/or road, as the case may be) or the unsuitability or defective condition of the Equipment provided that, where the Equipment has been furnished by or on behalf of the Carrier, this unsuitability or defective condition arose without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Cargo was packed/consolidated and/or Equipment was used.

8.4 In case the Merchant is furnished with Equipment by the Carrier, the Merchant shall inspect them before loading, packing, loading, stuffing and/or consolidating into Equipment or loading or trailers and/or vehicles or using other means of transportation. Such inspection whether actually carried out by the Merchant or not, shall be conclusive evidence that the Merchant inspected the Equipment furnished by the Carrier and was satisfied that same were fit and suitable for the Carriage of the Cargo.

8.5 If the Cargo has not been loaded, packed, stuffed and/or consolidated into the Equipment by or on behalf of the Carrier, the Merchant warrants that the Cargo is safely and securely loaded, packed, stuffed and/or consolidated into the Equipment.

8.6 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and however arising caused by one or more of the matters referred to in this clause.

9. Period of Responsibility

9.1 Unless otherwise agreed between the Carrier and Merchant, the period of responsibility of the Carrier for any loss or damage to the Cargo, however such loss or damage arise, shall commence at the moment that the Cargo has been actually placed in the Vessel's hold/deck and relevant Cargo Operations completed and shall end when the Cargo is ready for discharging operations from the Vessel.

9.2 The Carrier shall under no circumstances be liable for any loss or detention of or damage to the Cargo however caused, arising when the Cargo is not in its actual custody.

9.3 In the event the Merchant requests and the Carrier agrees to amend the Place of Delivery, such amended Carriage will be undertaken on the basis that the Terms and Conditions of this B/L are to apply until the Cargo is delivered to the Merchant at such amended Place of Delivery.

9.4 Notwithstanding the foregoing, in case and to the extent that the governing law extends the Carrier's period of responsibility to all or any part of the period of responsibility set forth by clause 9.1, including for discharging, the Carrier shall have the benefit of every right, defence, limitation and liberty provided for in the Hague Rules or Hague-Visby Rules as amended by the SDR Protocol, as applied by the above clause 2.

9.5 The Carrier shall under no circumstances be liable for any loss or detention of or damage to the Cargo however caused, arising when the Cargo is not in its actual custody.

10.1 **Loading, Discharging and Delivery**
10.1.1 **F.I.D.S. standard Operations** - Unless otherwise stated in the front hereof, following provisions shall apply:
10.1.1.1 The loading and/or discharging of the Cargo shall be carried out by the Merchant shall be carried out by the Merchant, subject to the intended Cargo Operations, and where the vessel can lift always off. No later than the time of booking the Merchant shall advise the Carrier of any restriction of the berth and access (if any) including but not limited to allowable ship's length, beam and draft.

10.1.2 A notice of readiness may be tendered by the Carrier to the Merchant on arrival at or of the loading and/or discharging port any time, day or night, Saturdays, Sundays and holidays included, whether in port or not, whether in berth or not, whether customs cleared or not and

whether in free pratique or not and whether ready or not.

10.1.3 At the port of loading Cargo shall be brought alongside the Vessel in a sequence required by the Carrier/Master.

10.1.4 Cargo Operations shall be performed by the Merchant or its agents) without delay in the sequence required by the Carrier and/or Master at all times on any working day or night, Saturday, Sunday (or their local equivalent) and holidays included, and to Carrier/Master's satisfaction.

10.1.5 If the front hereof states the Vessel is geared, the Merchant shall have free use of Vessel's handling gear, in daylight only, otherwise at Master's discretion.

10.1.6 Cargo Operations shall be performed at Merchant's sole risk and expense and shall be free of any risk, liability and expense to the Carrier.

10.1.7 Unless otherwise agreed, Vessel's crew shall not be required to assist the Merchant or its agents) in performing Cargo Operations. In any event, if Vessel's crew assists the Merchant or its agents) in performing Cargo Operations, Vessel's crew shall be considered appointed by and acting as agent of the Merchant.

10.1.8 If Port Authorities or shore labourers compel the Vessel to employ shore labour and/or equipment any charges for such labour and/or equipment, whether used or not, shall be for Merchant's account.

10.1.9 The Carrier shall allow the Merchant a period of laytime of running hours inserted on the front hereof to perform Cargo Operations. Time shall count as laytime at the earlier of (i) commencement of Cargo Operations or (ii) 14.00 hours local time if notice of readiness is tendered up to and including noon, and 08.00 hours local time on the next day if notice of readiness is tendered after noon.

10.1.10 Any time by which the time used exceeds the allowed laytime, the Merchant shall, in any event, pay demurrage as per rate inserted in the front hereof or, in default of insertion, as per governing law.

10.1.11 Laytime or time on demurrage shall run continuously until completion of Cargo Operations.

10.2 **Liner Work (if evidenced in the front of this B/L)** - If the front hereof evidences that the Carrier has undertaken to perform one or more activities falling within the meaning of Cargo Operations (e.g.: LULO, FLO, LIFO) and/or to extend of such undertaking, following provisions shall apply.

10.2.1 Unless otherwise agreed, the Carrier shall select, arrange and nominate the loading and discharging berth.

10.2.2 At the loading port Cargo shall be brought alongside the Vessel by the Merchant at its risk and expense, within the reach of the Vessel's gear, and in the sequence and manner as directed by the Master or the Carrier's port agent. At the discharging port Cargo shall be taken into delivery by the Merchant alongside the Vessel at its risk and expense, within the reach of the Vessel's gear, and in the sequence and manner as directed by the Master or the Carrier's port agent.

10.2.3 The Merchant shall be responsible for its own expense, handle and/or store the Cargo before loading and after discharging and shall bear any risk, charge and expense in connection with hooking-on and hooking-off.

10.2.4 The Merchant and/or its agents) shall tender/leave delivery of the Cargo as fast as the Vessel (or other means of transport) can load/dischARGE, day and night, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port of loading/port of discharge or place of receipt/place of delivery (whichever is applicable). If the Merchant, or its agents) fails to:

(a) tender the Cargo when the Vessel (or, if applicable, other means of transport) is ready to load or fails to tender as fast as the Vessel (or, if applicable, other means of transport) can load the Cargo, the Carrier shall be relieved of any obligation to load such Cargo and entitled to discharge the same, whether used or not, shall be for Merchant's account.

(b) take prompt delivery of the Cargo at the port of discharge or place of delivery (whichever is applicable), clause 16 shall apply.

10.2.5 In the event set forth in the clause 10.2.4 above, the Merchant shall be liable to the Carrier for any dead-freight and/or demurrage, detention, charges, losses, costs and expenses incurred by the Carrier and, in addition, shall be liable to pay the Carrier detention at rate of one (1.00) SDR (Special Drawing Rights) per Vessel's G/T per day (pro rata), or such other rate as is evidenced in the front hereof, payable by day, for any period of delay.

10.2.6 Cargo Operations which are not evidenced in the front hereof shall be specifically undertaken by the Carrier shall be subject to clause 10.1.

10.3 The Merchant warrants to the Carrier for the negligence of porters and/or stevedores acting as agents of the Merchant, including costs for repairing any porters/stevedores damage and for any time lost.

10.4 Should the Vessel not be able to berth for any reason after twenty-two (72) hours of arriving at or off the loading port, the Carrier shall be entitled to seek the port and contact the contract evidenced in this B/L.

10.5 Without prejudice to the liberties set forth in clause 16, if the Merchant fails to take delivery of or discharge the Cargo from the Vessel (as the case may be), the Carrier, without notice and without any responsibility whatsoever attaching to the Carrier:

10.5.1 may discharge and store the Cargo at Merchant's sole risk and expense;

10.5.2 may, if such failure lasts more than thirty (30) days of unloading or tender of notice of readiness to the Merchant by the Carrier, sell or dispose of the Cargo for Equipment furnished by the Merchant, by public auction or private treaty;

10.6 Refusal by the Merchant to take delivery of the Cargo in accordance with the terms of this clause 10, notwithstanding the Merchant having been notified of the availability of Cargo for discharge or delivery (as the case may be), shall constitute a waiver by the Merchant to the Carrier of any claim whatsoever relating to the Cargo and/or the Carriage.

11. Deck Cargo and live animals

11.1 The Merchant acknowledges and agrees that Cargo loaded on board the Vessel under this B/L may be carried as part cargo and shall remain subject to the Merchant's responsibility and without notice to the Carrier.

11.2 Carried on-deck, carried on-deck shall not be required to load, mark or stamp on this B/L any statement of such on-deck Carriage.

11.3 Cargo, whether carried on-deck and/or under-deck, shall participate in general average and shall be deemed to fall within the definition of "Goods" for the Purposes of the Hague Rules and Hague-Visby Rules and shall be carried subject to those Rules unless Hamburg Rules are compulsory applicable.

11.4 Notwithstanding clause 11.3. above, in the case of Cargo which is stowed on the face hereof as being carried on-deck and/or which is so carried the Hague Rules and Hague-Visby Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, however set out in this B/L, including but not limited to, the undertakings of the Merchant contained therein, shall extend to claims or allegations of whatsoever nature against other persons chartering space on the carrying Vessel.

11.5 Live animals are handled, stowed, carried, packed or under deck and discharged at the sole risk of the Merchant. The Carrier shall be under no liability whatsoever for any injury, illness, loss or damage of whatsoever nature of delay whatsoever occurring during the Carriage even though caused by unseaworthiness of the Vessel or negligence of the Carrier, its servants or agents or in case of deviation of the Vessel. The Merchant shall indemnify the Carrier against all damages and extra costs incurred in connection with the Carriage of any live animal. The Hague Rules and the Hague-Visby Rules shall not apply to the Carriage of live animals.

12. Methods and order of Carriage

12.1 The Merchant warrants that the Cargo is not to be carried by air means of transport or storage whatsoever, load or carry the Cargo on any Vessel whether named on the front hereof or not, transfer the Cargo from one conveyance to another including trans-shiping or carrying the same on another Vessel than that named on the front hereof or by any other means of transportation whatsoever at any place, unpack and remove Cargo which has been stuffed in or on Equipment and forward the same in any manner whatsoever, proceed at any speed and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and whether to stay at any place whatsoever above or more often and in any order; load and unload the Cargo from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended port of loading or intended port of discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority; and to accept the responsibility and without notice to the Carrier, its servants, agents, or Subcontractors, to give orders or directions; permit the Vessel carry any cargo (including, but not limited to livestock, goods to be towed or other dry-docked or otherwise, whether on deck or otherwise) and to sail armed (armed, with or without liploads, to tow or to land, to be dry-docked or otherwise tested or inspected) to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and for any other purpose including (but not limited to) propping, calling and/or staying at any port or place for the loading, carrying or discharge of any cargo, bunkers, taking on board supplies, stores or supplies, repairs to the Vessel, crew changes, landing of stowaways or persons rescued at sea, medical emergencies and ballast water exchange, and the Carrier shall not be liable for any loss or damage (including delay arising or resulting therefrom).

12.2 The Merchant warrants that the Cargo is not to be carried by air means of transport or storage whatsoever, load or carry the Cargo on any Vessel whether named on the front hereof or not, transfer the Cargo from one conveyance to another including trans-shiping or carrying the same on another Vessel than that named on the front hereof or by any other means of transportation whatsoever at any place, unpack and remove Cargo which has been stuffed in or on Equipment and forward the same in any manner whatsoever, proceed at any speed and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and whether to stay at any place whatsoever above or more often and in any order; load and unload the Cargo from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended port of loading or intended port of discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority; and to accept the responsibility and without notice to the Carrier, its servants, agents, or Subcontractors, to give orders or directions; permit the Vessel carry any cargo (including, but not limited to livestock, goods to be towed or other dry-docked or otherwise, whether on deck or otherwise) and to sail armed (armed, with or without liploads, to tow or to land, to be dry-docked or otherwise tested or inspected) to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and for any other purpose including (but not limited to) propping, calling and/or staying at any port or place for the loading, carrying or discharge of any cargo, bunkers, taking on board supplies, stores or supplies, repairs to the Vessel, crew changes, landing of stowaways or persons rescued at sea, medical emergencies and ballast water exchange, and the Carrier shall not be liable for any loss or damage (including delay arising or resulting therefrom).

12.3 The Merchant warrants that the Cargo is not to be carried by air means of transport or storage whatsoever, load or carry the Cargo on any Vessel whether named on the front hereof or not, transfer the Cargo from one conveyance to another including trans-shiping or carrying the same on another Vessel than that named on the front hereof or by any other means of transportation whatsoever at any place, unpack and remove Cargo which has been stuffed in or on Equipment and forward the same in any manner whatsoever, proceed at any speed and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and whether to stay at any place whatsoever above or more often and in any order; load and unload the Cargo from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended port of loading or intended port of discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority; and to accept the responsibility and without notice to the Carrier, its servants, agents, or Subcontractors, to give orders or directions; permit the Vessel carry any cargo (including, but not limited to livestock, goods to be towed or other dry-docked or otherwise, whether on deck or otherwise) and to sail armed (armed, with or without liploads, to tow or to land, to be dry-docked or otherwise tested or inspected) to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and for any other purpose including (but not limited to) propping, calling and/or staying at any port or place for the loading, carrying or discharge of any cargo, bunkers, taking on board supplies, stores or supplies, repairs to the Vessel, crew changes, landing of stowaways or persons rescued at sea, medical emergencies and ballast water exchange, and the Carrier shall not be liable for any loss or damage (including delay arising or resulting therefrom).

12.4 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

13. Dangerous Cargo

13.1 No Cargo, which is or may become dangerous, inflammable or damaging (including radio-active materials), or which is or may become liable to damage any property whatsoever, shall be tendered to the Carrier (including without prior written notice of its full and true particulars and the Carrier's express consent in writing to carry such Cargo, and without the Equipment by which the Cargo is to be carried, marked, numbered, stowed, packed, stuffed and/or consolidated into the Equipment) by the Merchant or its agents or Subcontractors to comply with any applicable laws, regulations or requirements. If any such Cargo is delivered to the Carrier without such written consent and/or marking or if in the option of the Carrier the Cargo is or is liable to become a dangerous, inflammable or damaging nature, it may at any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight.

13.2 The Merchant undertakes that such Cargo are loaded, packed, stuffed and/or consolidated in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws or regulations which may be applicable during the Carriage. The Merchant warrants that the Cargo is not to be carried by air means of transport or storage whatsoever, load or carry the Cargo on any Vessel whether named on the front hereof or not, transfer the Cargo from one conveyance to another including trans-shiping or carrying the same on another Vessel than that named on the front hereof or by any other means of transportation whatsoever at any place, unpack and remove Cargo which has been stuffed in or on Equipment and forward the same in any manner whatsoever, proceed at any speed and by any route in its discretion (whether or not the nearest or most direct or customary or advertised route) and whether to stay at any place whatsoever above or more often and in any order; load and unload the Cargo from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended port of loading or intended port of discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behalf of such government or authority; and to accept the responsibility and without notice to the Carrier, its servants, agents, or Subcontractors, to give orders or directions; permit the Vessel carry any cargo (including, but not limited to livestock, goods to be towed or other dry-docked or otherwise, whether on deck or otherwise) and to sail armed (armed, with or without liploads, to tow or to land, to be dry-docked or otherwise tested or inspected) to go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and for any other purpose including (but not limited to) propping, calling and/or staying at any port or place for the loading, carrying or discharge of any cargo, bunkers, taking on board supplies, stores or supplies, repairs to the Vessel, crew changes, landing of stowaways or persons rescued at sea, medical emergencies and ballast water exchange, and the Carrier shall not be liable for any loss or damage (including delay arising or resulting therefrom).

13.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

14. Valuable Cargo

The Merchant agrees and acknowledges that the Carrier ignores if the Cargo is of valuable nature, and that higher compensations than that provided by the above clauses 2.1, 2.2, and 2.3, may not be claimed unless, with the consent of the Carrier, the value of the Cargo was ascertained by a surveyor appointed by the Carrier, and the Merchant agrees to pay the full value of the Cargo to the Merchant and the Carrier's additional charges for accepting such increased liability. In that case, the amount of the declared value shall be substituted for the limits mentioned above. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

15. Carriage affected by conditions of Cargo

If it appears at any time that the Cargo cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures) in relation to the Cargo and/or the Carrier, the Carrier may without notice to the Merchant take any measures) and/or incur any additional expense or take any or continue the Carriage thereof and/or abandon the Carriage and/or store the Cargo (or any part thereof) ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this B/L. The Merchant shall indemnify the Carrier against any additional expense so incurred.

16. Matters affecting performance

16.1 If at any time the Carriage is likely to be affected by hindrance, risk, delay, difficulty or disadvantage of any kind (other than the liability of the Cargo, or part thereof, to be carried or carried further safely or properly) and however arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time the contract evidenced by this B/L was entered into) and which is not caused by the Merchant, the Carrier (whether or not the Carriage has commenced) may either: (a) without notice to the Merchant, abandon the Carriage of the Cargo and place the Cargo at Merchant's disposal at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Cargo shall cease; the Carrier shall nevertheless be entitled to full Freight on the Cargo received for Carriage and the Merchant shall pay any additional costs of the Carriage to, and delivery and storage at such place or port, or

(b) upon notice to the Merchant, suspend the Carriage and store the Cargo ashore or afloat upon terms of this B/L and use reasonable endeavours to forward the Cargo, the Carriage of which has been suspended, as soon as possible after the cause of hindrance, risk, delay, difficulty or disadvantage has been removed, but the Carrier makes no representations as to the amount of time between such removal and the forwarding of the Cargo to the port of discharge or place of delivery, whichever is applicable, named in this B/L. The Carrier shall be entitled to payment of such additional Freight as the Carrier may determine, including, but not restricted to charges for storage, handling and any other services to the Cargo, and for Freight from the place of suspension to the port of discharge or place of delivery, whichever is applicable, without giving credit for Freight already paid in connection of the Carriage.

16.2 The Carrier elects to suspend the Carriage this shall not prejudice its right to subsequently abandon the Carriage.

17. Freight and charges

17.1 Freight, whether already paid or not, shall be considered as fully earned on receipt of the Cargo by the Carrier and not returnable in any event, whether Vessel and/or Cargo lost or not, whether the Vessel arrived at her destination or not or whether due to force majeure she must return to reaching her destination, either due to stranding, collision or causes whatsoever of force majeure which may cause her to discharge the Cargo in or on more intermediate ports or also in the case of total or partial loss, or damage to the Cargo.

17.2 Unless otherwise provided by the contract evidenced by this B/L, Freight, charges and any amount due to the Carrier shall be payable to the Merchant.

17.3 In the event any amount is outstanding under the contract evidenced by this B/L upon arrival of or at the port of discharge, the Carrier shall be entitled to receive in full the amount due to the Carrier, or to refuse to commence discharge operations until such outstanding amount has been paid in full.

17.4 In case of Merchant's incurred declaration of contents, weights, dimensions and measurement, including lifting points and centres of gravity, or value of the Cargo, the Carrier shall be entitled to double the amount of Freight which would have been due if the such declaration had been correctly made as well as to be indemnity against any demurrage, overtime charges, losses, costs, and expenses incurred by the Carrier due to any delay caused by such incorrect declaration.

17.5 The Carrier shall be entitled to reject any units that cannot be accommodated due to incorrect description without any liability and claim dead freight in full.

17.6 Unless any to the contrary is stated in the front hereof, detention shall also be paid by the Merchant at the same rate per day pro rata, payable day by day, for any delay in waiting for or delay during Cargo Operations or at the port or berth, including time lost due to loading, unloading or congestion, shifting, re-nomination of the berth due to the Merchant's request, impossibility to leave the berth after towed or discharge of the vessel, delay directly or indirectly caused by the late payment of outstanding Freight, detention, demurrage or any other amounts due by the Merchant at any other reason beyond the control of the Carrier. The Merchant shall also be liable for any extra costs, including but not limited to standby charges for stevedores and shore cranes, during such delay.

17.7 All sums due to the Carrier under this B/L and the contract hereby evidenced, shall be paid without any set-off, counter-claim, deduction or right of execution before delivery of the Cargo.

17.8 The persons falling within the definition of Merchant shall be jointly and severally liable for the payment of Freight and charges, liquidated damages, and all other sums under this B/L and/or the contract hereby evidenced.

17.9 Any firm or corporation engaged by any party to perform the forwarding services with respect to the Cargo shall be considered to be the exclusive agent of the Merchant for all purposes and any payment of Freight to such person, firm or corporation shall be considered payment to the Carrier. Failure of such person, firm or corporation to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of Freight.

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