TERMS AND CONDITIONS WHICH TOGETHER WITH PROVISIONS ON THE FACE HEREOF CONSTITUTE THE CONTRACT OF CARRIAGE

1. IN THIS BILL OF LADING: A) "CARRIER" MEANS P. MALINBAUM COMPANY, THE UNDERLYING CARRIER, THE SHIP, HER OWNER, MASTER, OPERATOR, DEMISE CHARTERER AND, IF BOUND THEREBY, THE TIME CHARTERER AND ANY SUBSTITUTE CARRIER, WHETHER THE OWNER, OPERATOR, CHARTERER, OR MASTER SHALL BE ACTING AS CARRIER OR BAILEE. B) "SHIP" MEANS THE OCEAN VESSEL ON WHICH THE GOODS ARE SHIPPED AND ANY SUBSTITUTE SHIP, AND ANY CRAFT LIGHTER OR OTHER MEANS OF CONVEYANCE USED, OWNED, CHARTERED, OR OPERATED BY THE CARRIER IN THE PERFORMANCE OF THE CONTRACT OF CARRIAGE EVIDENCED BY THIS BILL OF LADING. C) "SHIPPER" MEANS THE PERSON NAMED AS SUCH IN THIS BILL OF LADING AND THE PERSON FOR WHOSE ACCOUNT THE GOODS ARE SHIPPED D) "CONSIGNEE" MEANS THE HOLDER OF THE BILL OF LADING, PROPERTY ENDORSED AND THE RECEIVER AND THE OWNER OF THE GOODS E) "CHANGES" MEANS FREIGHT AND ALL EXPENSES AND MONEY OBLIGATIONS INCURRED AND PAYABLE BY THE GOOD, SHIPPER, CONSIGNEE OR ANY OF THEM

THE FOLLOWING ARE EXPECTATIONS, LIMITATIONS, CONDITIONS AND LIBERTIES REFERRED TO ON THE FACE OF THIS BILL OF LADING:

2. CARRIER SHALL TRANSPORT THE GOODS OR PACKAGES RECEIVED FROM SHIPPER SAID TO CONTAIN GOODS HEREIN ABOVE MENTIONED FROM THE PORT OF LOADING WITH LIBERTY TO PROCEED VIA ANY ROUTE OR ANY PORT OR PORTS WITHIN SCOPE OF THE VOYAGE, TO THE PORT OF DISCHARGE, OR SO NEAR THERETO AS THE SHIP CAN SAFELY GET AND LEAVE, ALWAYS AFLOAT AT ALL STAGES AND CONDITIONS OF WATER AND WEATHER, AND THERE TO BE DELIVERED OR TRANSHIPPED ON PAYMENT OF THE CHARGES THEREOF, IF THE GOODS IN THE WHOLE OR IN PART ARE SHIPPED OUT FROM THE SHIP NAMED ON THE REVERSE SIDE HEREOF FOR ANY CAUSE OR HAVING BEEN LOADED, ARE DISCHARGED FOR ANY PURPOSE AT A PORT OTHER THAN THE NAMED PORT OF DISCHARGE, THE CARRIER SHALL HAVE LIBERTY TO FORWARD THEM UNDER THE TERMS OF THIS BILL OF LADING ON THE NEXT AVAILABLE SHIP ON THE LINE OF SAID SHIP, OR, AT A CARRIERS' OPTION, OF ANY FURTHER LINE. CARGO MAY BE LANDED ON DOCKS OR PLACED IN LIGHTERS AT INTERMEDIATE PORTS FOR THE PURPOSE OF RESTOWING THE CARGO OR LOADING OTHER CARGO.

3. IT IS AGREED THAT THE CUSTODY AND CARRIAGE OF THE ABOVE GOODS ARE SUBJECT TO ALL OF THE TERMS OF THIS BILL OF LADING, WHICH SHALL GOVERN THE RELATIONS BETWEEN THE SHIPPER, CONSIGNEE, AND THE CARRIER IN EVERY CONTINGENCY, WHEREVER AND WHENEVER OCCURRING AND ALSO IN THE EVENT OF DEVIATION, OR OF UNSEAWORTHINESS OF THE SHIP AT THE TIME OF LOADING OR INCEPTION OF THE VOYAGE OR SUBSEQUENTLY NONE OF THE TERMS OF THIS BILL OF LADING SHALL BE DEEMED TO HAVE BEEN WAIVED BY THE CARRIER UNLESS BY EXPRESS WAIVER SIGNED BY A DUTY AUTHORIZED AGENT OF THE CARRIER.

4. (A) THIS BILL OF LADING SHALL HAVE EFFECT SUBJECT TO THE PROVISIONS OF THE CARRIAGE OF GOODS BY SEA ACT OF THE UNITED STATES OF AMERICA (HEREIN AFTER REFERRED TO AS COGSA), APPROVED APRIL 6, 1936, WHICH SHALL BE DEEMED TO INCORPORATED HEREIN, AND NOTHING HEREIN CONTAINED SHALL BE DEEMED A SURRENDER BY THE CARRIER OR ANY OF ITS RIGHTS OR IMMUNITIES OR AN INCREASE OR AN INCREASE OF ANY OF ITS RESPONSIBILITIES OR LIABILITIES OF THE SAID ACT. NOTWITHSTANDING THE PROVISIONS OF SECTION 1(A) OF COGSA, COGSA SHALL GOVERN THROUGH THE ENTIRE TIME THE GOODS ARE IN THE CUSTODY OF CARRIER UNTIL DELIVERED. IF ANY PROVISIONS HEREIN CONTAINED ARE INVALID UNDER COGSA, INSOFAR AS COGSA APPLIES AS A MATTER OF LAW, IT SHALL, TO THE EXTENT OF SUCH INVALIDITY BUT NO FURTHER, BE NULL AND VOID. ALL THE RIGHTS, PRIVILEGES, DEFENSES, IMMUNITIES FROM AND LIMITATIONS OF LIABILITY PROVIDED FOR ON THIS BILL OF LADING SHALL APPLY IN ANY ACTION AGAINST FOR LOSS OF OR DAMAGE TO THE GOODS WHETHER SUCH ACTION BE FOUNDED IN CONTRACT, TORT OR OTHERWISE. (B) CARRIER SHALL NOT BE LIABLE IN ANY CAPACITY WHATSOEVER FOR DELAY, NON-DELIVERY OR MIS-DELIVERY OR LOSS OF OR DAMAGE TO THE GOODS OCCURRING WHILE THE GOODS ARE NOT IN THE CUSTODY OF THE CARRIER. THE CARRIER SHALL HAVE NO LIABILITY FOR ANY LOSS OF OR DAMAGE TO GOODS IF SUCH LOSS OR DAMAGE TO GOODS IF SUCH LOSS OR DAMAGED OR RESULTED FROM:

A) THE ACT, NEGLECT OR DEFAULT OF THE MASTER, MANNER, PICT, OR THE SERVANTS OF THE CARRIER IN THE NAVIGATION OR IN THE MANAGEMENT OF THE SHIP
B) FIRE UNLESS CAUSED BY THE ACTUAL PRIVITY OF THE CARRIER
C) PERILS, DANGERS, ACCIDENTS OF THE SEA OR OTHER NAVIGABLE WATERS
D) ACT OF GOD
E) ACT OF WAR
F) ACT OF PUBLIC ENEMIES
G) ARREST OR RESTRAINT OF PRINCES, RULERS OR PEOPLE OR SEIZURE UNDER LEGAL PROCESS
H) QUARANTINE RESTRICTIONS
I) ACT OR OMISSION OF THE SHIPPER OR OWNER OF THE GOODS, HIS AGENT OR REPRESENTATIVE
J) STRIKES OR LOCKOUTS OR STOPPAGE OR RESTRAINE OF LABOR FROM WHATEVER CAUSE WHETHER PARTIAL OR RIOTS OR CIVIL COMMOTIONS
K) SAVING OR ATTEMPTING TO SAVE LIFE OR PROPERTY AT SEA
L) WASTAGE IN BULK OR WEIGHT OR ANY OTHER LOSS OR DAMAGE ARISING FROM INHERENT DEFECT, QUALITY OR VICE OF THE GOODS
M) INSUFFICIENCY OF PACKING
N) INSUFFICIENCY OR INADEQUACY OF REMARKS
O) INTENT DEFECTS NOT DISCOVERABLE BY DUE DILIGENCE
P) ANY OTHER CAUSE ARISING WITHOUT THE ACTUAL FAULT AND PRIVITY OF THE CARRIER AND WITHOUT THE FAULT AND NEGLECT OF THE AGENTS OR SERVANTS OF THE CARRIER
Q) ANY CAUSE OR EVENT WHICH THE CARRIER COULD NOT AVOID AND THE CONSEQUENCE WHEREOF IT COULD NOT PREVENT BY THE EXERCISE OF REASONABLE DILIGENCE

5. THE CARRIER SHALL BE ENTITLED TO THE FULL BENEFITS OF AND RIGHT TO, ALL LIMITATIONS OF OR EXEMPTIONS FROM LIABILITY AUTHORIZED BY ANY PROVISIONS OF SECTION 4243 TO 4288, BOTH NUMBERS INCLUSIVE, OF THE REVISED STATUTES OF THE UNITED STATES AND AMENDMENTS THERETO AND OF ANY OTHER PROVISIONS OF THE LAWS OF THE UNITED STATES OR ANY OTHER COUNTRY WHOSE LAWS SHALL APPLY

6. AS TO THE SERVICES INCIDENT TO THROUGH TRANSPORTATION, THE CARRIER UNDERTAKES TO PROCURE SUCH SERVICES AS NECESSARY. ALL SUCH SERVICES WILL BE SUBJECT TO THE USUAL CONTRACTS OF THE PERSONS PROVIDING THE SERVICES. THE CARRIER GUARANTEES THE FULFILLMENT OF THE OBLIGATIONS OF SUCH PERSON UNDER THE PERTINENT CONTRACT

7. WHEN THE GOODS HAVE BEEN DAMAGED OR LOST DURING THROUGH TRANSPORTATION AND IT CANNOT BE ESTABLISHED IN WHOSE CUSTODY THE GOODS WERE WHEN THE DAMAGE OR LOSS OCCURRED THE DAMAGE OR LOSS SHALL BE DEEMED TO HAVE OCCURRED DURING THE SEA VOYAGE AND THE PLAGUE RULES SHALL APPLY AS SET FORTH IN THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES RELATING TO BILLS OF LADING DATED 25TH AUGUST 1924

8. ARRIVAL TIMES ARE NOT GUARANTEED BY THE CARRIER. THE CARRIER DOES NOT ACCEPT RESPONSIBILITY FOR ANY DIRECT OR INDIRECT LOSS OR DAMAGE SUSTAINED BY THE SHIPPER AND/OR CONSIGNEE THROUGH DELAY, UNLESS THE CARRIER IS LIABLE FOR CONSEQUENCES OF ANY DELAY UNDER ANY LAWS, STATUTES, AGREEMENT OR CONVENTION OF A MANDATORY NATURE.

9. BECAUSE4 THE CARRIER REQUIRES PERSONS AND COMPANIES TO ASSIST IT IN THE PERFORMANCE OF ALL WORK AND SERVICES UNDERTAKEN BY IT IN CONNECTION WITH THE GOODS DESCRIBED HEREIN AS WELL AS THE GOODS OF OTHERS TO BE TRANSPORTED BY THE CARRIER, IT IS EXPRESSLY AGREED BETWEEN THE PARTIES HERETO THAT THE MASTERS, OFFICERS, CREW MEMBERS OF OCEAN VESSELS, BARGES, TUGS USED IN PERFORMING OR ASSISTING IN THE CARRIAGE HEREUNDER, AND ALL EMPLOYEES OF ANY COMPANY PROVIDING TRANSPORTATION SERVICES BY ROAD, BY RAIL, OR BY AIR, AND ALL PERSONS IN PERFORMING OR ASSISTING IN THE CARRIAGE HEREUNDER AND ALL OTHER AGENTS, SERVANTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, STEVEDORES, TERMINAL, OPERATORS, TOWERS, WAREHOUSEMEN, CONSOLIDATORS AND DECONSOLIDATORS AND NON-WATER TRANSPORTERS USED, ENGAGED OR EMPLOYED BY THE CARRIER SHALL BE BENEFICIARIES OF THIS BILL OF LADING AND SHALL BE ENTITLED TO ALL OF THE RIGHTS, PRIVILEGES, EXEMPTIONS AND IMMUNITIES FROM AND LIMITATIONS OF LIABILITIES WHICH THE CARRIER HAS UNDER THIS BILL OF LADING AND UNDER COGSA AND BY ENTERING INTO THE PROVISIONS OF THIS BILL OF LADING THE CARRIER TO THE EXTENT OF SUCH PROVISIONS DOES NOT ONLY ON ITS OWN BEHALF BUT ALSO AS AGENT AND TRUSTEE FOR EACH PERSON AND COMPANY DESCRIBED ABOVE, ALL OF WHOM SHALL TO THIS EXTENT BE DEEMED TO BE BENEFICIARIES ARE NOT ENLISTED TO ANY FURTHER OR GREATER RIGHTS, PRIVILEGES, EXEMPTIONS, IMMUNITIES FROM OR LIMITATIONS OF LIABILITY THAN THOSE THAT THE CARRIER HAS UNDER THIS BILL OF LADING, THE AGGREGATE OF THE AMOUNTS RECOVERABLE FROM THE CARRIER AND THOSE IDENTIFIED IN THIS CLAUSE SHALL IN NO CASE EXCEED LIMITS PROVIDED FOR IN THIS BILL OF LADING

10. THE SCOPE OF VOYAGE HEREIN CONTRACTED FOR SHALL INCLUDE USUAL OR CUSTOMARY OR ADVERTISED PORTS WHETHER CARRIED IN THIS CONTRACT OR NOT, ALSO PORTS IN OR OUT OF THE ADVERTISED GEOGRAPHICAL USUAL OR ORDINARY ROUTE OR ORDER EVEN THOUGH IN PROCEEDING THERETO THE SHIP MAY CALL BEYOND THE PORT OF DISCHARGE OR IN A DIRECTION CONTRARY THERETO OR RETURN TO THE ORIGINAL PORT OR DEPART FROM THE DIRECT OR CUSTOMARY ROUTE AND INCLUDES ALL CANALS, STRAINS AND OTHER WATERS. THE SHIP MAY CALL AT ANY PORT FOR THE PURPOSE OF THE CURRENT VOYAGE OR OF A PRIOR OR SUBSEQUENT VOYAGE. THE SHIP MAY OMIT CALLING AT ANY PORT OR PORTS WHETHER SCHEDULED OR NOT, AND MAY CALL AT THE SAME PORT MORE THAN ONCE, MAY FOR MATTERS OCCURRING BEFORE LOADING THE GOODS KNOWN OR UNKNOWN AT THE TIME OF SUCH LOADING EITHER WITH OR WITHOUT THE GOODS PASSENGERS ON BOARD AND BEFORE OR AFTER PROCEEDING TOWARD THE PORT OF DISCHARGE, ADJUST COMPASSES, DRY-DOCK WITH OR WITHOUT CARGO ABOARD, GO ON WAYS OR TO REPAIR YARDS, SHIFT BERTHS, MAKE FINAL TRIPS OR TRIPS, TAKE FUEL OR STORES REMAIN IN PORT WITH OR WITHOUT PILOTS, TOW AND BE TOWED AND SAVE LIFE OR PROPERTY AND ALL OF THE FOREGOING ARE INCLUDED IN THE CONTRACT VOYAGE

11. IN ANY SITUATION WHATSOEVER AND WHERESOEVER OCCURRING AND WHETHER EXISTING OR ANTICIPATED BEFORE COMMENCEMENT OF OR DURING THE VOYAGE, WHICH IN THE JUDGEMENT OF THE CARRIER IS LIKELY TO GIVE RISE TO OR RISK OF CAPTURE, SEIZURE, DETENTION, DAMAGE, DELAY OR DISADVANTAGE TO OR LOSS OF THE SHIP OR ANY PART OF HER CARGO, TO MAKE IT UNSAFE, IMPRUDENT OR UNLAWFUL FOR ANY REASON TO COMMENCE OR PROCEED ON CONTINUE THE VOYAGE OR TO ENTER OR DISCHARGE THE GOODS AT THE PORT OF DISCHARGE, OR TO GIVE RISE TO DELAY OR DIFFICULTY IN ARRIVING, DISCHARGING OR LEAVING THE PORT OF DISCHARGE OR THE USUAL OR AGREED PLACE OF DISCHARGE IN SUCH PORT THE CARRIER MAY BEFORE LOADING OR BEFORE THE COMMENCEMENT OF THE VOYAGE REQUIRE THE SHIPPER OR OTHER PERSON ENTITLED THERETO TO TAKE DELIVERY OF THE GOODS AT PORT OF SHIPMENT AND UPON FAILURE TO DO SO MAY WAREHOUSE THE GOODS AT THE RISK AND EXPENSE OF THE GOODS OR THE CARRIER, WHETHER OR NOT PROCEEDING TOWARD OR ENTERING OR ATTEMPTING TO ENTER THE PORT OF DISCHARGE OR REACHING OR ATTEMPTING TO REACH THE USUAL AND AGREED OF DISCHARGE THEREIN OR ATTEMPTING TO DISCHARGE THE GOODS IN TO DEPOT, LAZARETTO CRAFT OR OTHER PLACE OR THE SHIP MAY CONSIDER SAFE OR ADVISABLE UNDER THE CIRCUMSTANCES AND DISCHARGE THE GOODS OR ANY PAD THEREOF AT SUCH PORT OR PLACE OR THE CARRIER MAY RETAIN THE CARGO ON BOARD UNTIL THE RETURN TRIP OR UNTIL SUCH TIME AS THE CARRIER THINKS ADVISABLE AND DISCHARGE THE GOODS AT ANY PLACE WHATSOEVER AS HEREIN PROVIDED AT THE RISK AND EXPENSE OF THE GOODS. UNDER ALL OF THE AFORESAID CIRCUMSTANCES THE CARRIER SHALL NOT BE REQUIRED TO GIVE NOTICE OF DISCHARGE OF THE GOODS OR THE FORWARDING THEREOF, AND WHEN THE GOODS ARE DISCHARGED FROM THE SHIP AS PROVIDED IN THIS PARAGRAPH THEY SHALL BE AT THEIR OWN RISK AND EXPENSE SUCH DISCHARGE SHALL CONSTITUTE COMPLETE DELIVERY AND PERFORMANCE UNDER THIS CONTRACT AND THE CARRIER SHALL BE FREED FROM FURTHER RESPONSIBILITY FOR ANY SERVICES RENDERED TO THE GOODS AS HEREINABOVE PROVIDED THE CARRIER SHALL BE ENTITLED TO A REASONABLE EXTRA COMPENSATION.

12. THE CARRIER MAY, IN ITS DISCRETION, AND AS A PART OF THE CONTRACT VOYAGE IN ORDER TO SECURE DISPATCH FOR THE SHIP AT PORT OF DISCHARGE OR TRANS SHIPMENT OF GOODS, PROCEED THENCE WITH THE WHOLE OR ANY PORTION OF THE GOODS ON BOARD AND DISCHARGE THE SAME OF THE RETURN TRIP OR SUBSEQUENT VOYAGE OR DISCHARGE THE SAME AT ANY OTHER PORT AND THEN CARRY OR FORWARD THE SAME AT CARRIER'S CONVENIENCE TO DESTINATION OF SHIPPING EXPENSE, BUT AT RISK OF SHIPPER AND CONSIGNEE IN EITHER CASE SUBJECT IN OTHER RESPECTS TO THE PROVISIONS OF THE BILL OF LADING IN CASE OF TRANSPORTATION BY THE CARRIER, OR THE USUAL, BILL OF LADING, OR ANY OTHER CARRIER PERFORMING THE SAME.

13. THE CARRIER SHALL HAVE LIBERTY TO COMPLY WITH ANY ORDERS OR DIRECTIONS AS TO LOADING DEPARTURE, ARRIVAL ROUTES, PORTS OF CALL, STOPPAGES, DISCHARGE, DESTINATION, DELIVERY OR OTHERWISE HOWSOEVER GIVEN BY THE GOVERNMENT OF ANY NATION OF DEPARTMENT THEREFORE OR ANY PERSON ACTING OR PURPORTING TO ACT WITH THE AUTHORITY OF SUCH GOVERNMENT OR OF ANY DEPARTMENT THEREOF, OR BY ANY COMMITTEE OR PERSON HAVING UNDER THE TERMS OF WAR RISK INSURANCE ON THE SHIP THE RIGHT TO GIVE SUCH ORDERS OR DIRECTIONS. DELIVERY OR OTHER DISPOSITION OF GOODS IN ACCORDANCE WITH SUCH ORDERS OR DIRECTIONS SHALL BE FULFILLMENT OF THE CONTRACT VOYAGE. THE SHIP MEY CARRY CONTRABAND, EXPLOSIVES, MUNITIONS, WARLIKE STORE, HAZARDOUS CARGO, AND MAY SALT ARMED OR UNARMED AND WITH OR WITHOUT CONVOY. IN ADDITION TO ALL OTHER LIBERTIES HEREIN THE CARRIER SHALL HAVE THE RIGHT TO WITHOLD DELIVERY OF, RESHIP TO, DISPOSE OR DISCHARGE THE GOODS AT ANY PLACE WHATSOEVER, SURRENDER OR DISPOSE OF THE GOODS IN ACCORDANCE WITH ANY DIRECTION, CONDITION OR AGREEMENT IMPOSED UPON OR EXTRACTED FROM THE CARRIER BY ANY GOVERNMENT OR DEPARTMENT THEREOF OR ANY PERSON PURPORTING TO ACT WITH THE AUTHORITY OF EITHER OF THEM. IN ANY OF THE ABOVE CIRCUMSTANCES THE GOODS SHOULD BE SOLELY AT THE RISK AND EXPENSE OF THE SHIPPER AND OR CONSIGNEE AND ALL EXPENSES AND CHARGES SO INCURRED SHALL BE PAYABLE TO ANYONE OF THE SAME AND SHALL BE A LIEN ON THE GOODS.

14. UNLESS OTHERWISE STATED HEREIN THE DESCRIPTION OF THE GOODS AND THE PARTICULARS OF THE PACKAGES MENTIONED HEREIN AR THOSE FURNISHED IN WRITING BY THE SHIPPER AND THE CARRIER SHALL NOT BE CONCLUDED AS TO THE CORRECTNESS OF THE MARKS, NUMBER, QUANTITY, WEIGHT, GAUGE, MEASUREMENT, CONTENTS, KIND, NATURE, QUALITY OR VALUE. SINGLE PIECES OR PACKAGES EXCEEDING 4,480 LBS IN WEIGHT SHALL BE LIABLE TO PAY EXTRA CHARGES, IF ANY. IN ACCORDANCE WITH TARIFF RATES IN EFFECT AT TIME OF SHIPMENT FOR LAODING HANDLING, TRANS-SHIPPING OR DISCHARGE AND THE WEIGHT OF EACH PIECE OR PACKAGE SHALL BE DECLARED IN WRITING BY THE SHIPPER AND CLEARLY AND DURABLY MARKED ON THE OUTSIDE OF THE PIECE OR PACKAGE. THE SHIPPER AND THE GOODS SHALL ALSO BE LIABLE FOR, AND SHALL INDEMNIFY THE CARRIER IN RESPECT OF ANY INJURY, LOSS OR DAMAGE ARISING FROM SHIPPERS FAILURE TO DECLARE AND MARK THE WEIGHT OF ANY SUCH PIECE OR PACKAGE OR FROM INADEQUATE OR IMPROPER DESCRIPTION OF OR FROM THE INCORRECT WEIGHT OF ANY SUCH PIECE OR PACKAGE OR FROM INADEQUATE OR IMPROPER DESCRIPTION OF THE GOODS OR FROM THE INCORRECT WEIGHT OF ANY SUCH PIECE OR PACKAGE HAVING BEEN DECLARED FROM HEREIN FROM FAILURE TO DISCLOSE THE NATURE AND CHARACTER OF THE GOODS FROM INSUFFICIENCY OF PACKING, OR FROM ANY OTHERACT, FAULT OR NEGLECT OF THE SHIPPER, HIS AGENTS OR HIS CLIENTS.

15. CARRIER MAY CONTAINERIZE ANY GOODS. CONTAINERS MAY BE STOWED ON THE DECK AND WHEN SO STOWED SHALL BE DEEMED FOR ALL PURPOSES TO BE STOWED UNDER DECK. SPECIAL CONTAINERS, WITH REFRIGERATION, OR HEATING UNITS, SHALL NOT BE FURNISHED UNLESS CONTRACTED FOR IN WRITING AT THE TIME OF BOOKING CARRIAGE OF CONTAINERS UNDER DECK IS GUARANTEED ONLY WHEN THE BILL OF LADING IS STAMPED FOR UNDER DECK CARRIAGE.

16. GOODS MAY BE STORED IN POOP, LORECASTLE, DECK HOUSE, SHELTER, DECK, PASSAGE SPACE OR IN ANY OTHER COVERED IN SPACE COMMONLY USED IN TRADE AND SUITABLE FOR THE CARRIAGE FOR GOODS, AND WHEN SO STOWED SHALL BE DEEMED FOR ALL PURPOSES TO BE STOWED UNDER DECK. IN RESPECT OF GOODS CARRIED ON DECK, ALL RISK OF LOSS OR DAMAGE BY PERILS INHERENT BY SUCH CARRIAGE SHALL BE BORNE BY THE SHIPPER OR THE CONSIGNEE BUT IN ALL OTHER RESPECTS THE CUSTODY AND CARRIAGE OF SUCH GOODS SHALL BE GOVERNED BY THE TERMS OF THIS BILL OF LADING AND THE CARRIER SHALL HAVE THE BENEFIT OF ALL, AND THE SAME RIGHTS, IMMUNITIES, EXCEPTIONS AND LIMITATIONS AS PROVIDED FOR BY SECTION A SUBMITTED HEREIN TO (P) INCLUSIVE OF THE AFORESAID U.S. CARRIAGE BY SEA ACT SPECIALLY HEATED OR SPECIALLY COOLED STOWAGE IS NOT TO BE FURNISHED UNLESS CONTRACTED FOR AT AN INCREASED FREIGHT RATE. GOODS OR ARTICLES CARRIED IN ANY SUCH COMPARTMENT ARE AT THE SOLE RISK OF THE OWNER THEREFORE AND SUBJECT TO ALL OF THE CONDITIONS, EXCEPTIONS AND LIMITATIONS AS TO THE CARRIERS LIABILITY AND OTHER PROVISIONS OF THE BILL OF LADING AND FURTHER THE CARRIER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE OCCASIONED BY THE TEMPERATURE RISKS OF REFRIGERATION, DEFECTS OR INSUFFICIENCY IN OR ACCIDENTS TO OR EXPOSURE, BREAKAGE, DERANGEMENT OR FAILURE TO ANY REFRIGERATOR PLANT OR PART THEREOF, OR BY OR IN ANY MATERIAL OR THE SUPPLY OR THE USE THEREFORE USED IN THE PROCESS USED IN REFRIGERATION UNLESS SHOWN TO HAVE BEEN CAUSED BY NEGLIGENCE OF THE CARRIER FROM LIABILITY FOR WHICH THE CARRIER IS NOT BY THE LAW ENTITLED TO EXEMPTION.

17. IF THE SHIP COMES IN TO COLLISION WITH ANOTHER SHIP AS A RESULT OF NEGLIGENCE OF THE OTHER SHIP AND ANY ACT, NEGLECT OR DEFAULT OF THE CARRIER, MARINER, PILOT OR ANY OF THE SERVANTS OF THE CARRIER IN THE NAVIGATION OR MANAGEMENT OF THE SHIP, THE SHIPPER AND THE CONSIGNEE WILL INDEMNIFY THE CARRIER AGAINST ALL LOSS OR LIABILITY TO THE OTHER OR NON-CARRYING SHIP OR HER OWNERS IN SO FAR AS SUCH LOSS OR LIABILITY PRESNETS LOSS OF OR DAMAGES TO, OR ANY CLAIM WHATSOEVER OF THE SHIPPER AND/OR CONSIGNEE PAID OR PAYABLE BY THE OTHER NON NON-CARRYING SHIP OF HER OWNERS TO THE SHIPPER AND/OR CONSIGNEE AND SET OFF, RECOUPED OR RECOVERED BY THE LATTER OF NON-CARRYING SHIP AS PART OF THE CARRYING SHIP OR CARRIER.

THE FOREGOING PROVISIONS SHALL ALSO APPLY WHERE THE OWNERS, OPERATORS OR THOSE IN CHARGE OF ANY SHIP OR SHIPS OR SUBJECTS OTHER THAN, OR IN ADDITION TO, THE COLLIDING SHIPS OR OBJECTS ARE AT FAULT IN RESPECT OF A COLLISION OR CONTACT.

18. GENERAL AVERAGE SHALL BE ADJUSTED, STATED AND SETTLED ACCORDING TO YORK-ANTWERP RULES 1850, EXCEPT RULE XII THEREFORE, AT SUCH PORT OR PLACE WHICH MAY BE SELECTED BY THE CARRIER, AND TO MATTERS NOT PROVIDED FOR BY THESE RULES ACCORDING TO THE LAWS AND USAGES OF NEW YORK.

IN SUCH ADJUSTMENT DISBURSEMENTS IN FOREIGN CURRENCIES SHALL BE EXCHANGED INTO UNITED STATES MONEY AT THE RATE PREVAILING ON THE DATES MADE AND DAMAGES TO CARGO CLAIMED IN FOREIGN CURRENCY SHALL BE CONVERTED AT THE RATE PREVAILING ON THE LAST DAY OF DISCHARGE AT THE PORT OR PLACE OF DISCHARGE OF SUCH DAMAGED CARGO FROM THE SHIP. AVERAGE AGREEMENT OF BOND AND SUCH ADDITIONAL SECURITY, AS MAY BE REQUIRED BY THE CARRIER, MUST BE FURNISHED BEFORE THE DELIVERY OF THE GOODS. SUCH CASH DEPOSIT AS THE CARRIER OR HIS AGENT MAY DEEM SUFFICIENT AS ADDITIONAL SECURITY FOR THE CONTRIBUTION OF THE GOODS AND OR ANY SALVAGE AND SPECIAL CHARGES THEREON SHALL, IF REQUIRED, BE MAE BY THE GOODS. SHIPPERS, CONSIGNEES OR OWNERS OF THE GOODS TO THE CARRIER BEFORE THE DELIVERY AND BE PLACED IN TRUST ACCOUNT IN A BANK IN THE JOINT NAMES OF THE CARRIER AND TRUSTEES DESIGNATED BY THE ADJUSTER CONCERNED. NOTWITHSTANDING ANYTHING HEREIN CONTAINED, SUCH DEPOSIT SHALL, AT THE OPTION OF THE CARRIER, BE PAYABLE IN UNITED STATES MONEY AND BE RETURNED TO THE ADJUSTER. WHEN SO REMITTED THE DESPOSIT SHALL BE HELD IN A SPECIAL ACCOUNT AT THE PLACE OF ADJUSTMENT IN THE NAME OF ADJUSTER PENDING SETTLEMENT OF THE GENERAL AVERAGE AND REFUNDS OF CREDIT, IF ANY, SHALL BE PAID IN UNITED STATES MONEY.

IN THE EVENT OF ACCIDENT, DANGER OR DISASTER, BEFORE OR AFTER THE COMMENCEMENT OF THE VOYAGE RESULTING FROM ANY WHATSOEVER WHETHER DUE TO NEGLIGENCE OR NOT THE WHICH OR FOR WHOSE CONSEQUENCE OF WHIC THE CARRIER IS NOT RESPONSIBLE BY STATUED CONTRACT OR OTHERWISE, THE GOODS, THE SHIPPER AND THE CONSIGNEE, JOINTLY AND SEVERELY, SHALL CONTRIBUTE WITH THE CARRIER IN GENERAL TO THE PAYMENT TO ANY SACRIFICE, LOSSES OR EXPENSES OF A GENERAL AVERAGE NATURE THAT MAY BE MADE OR INCURRED, AND WILL PAY SALVAGE AND SPECIAL CHARGES INCURRED IN RESPECT OF THE GOODS. IF A SALVING SHIP IS OWNED OR OPERATED BY THE CARRIER, SALVAGE SHALL BE PAID FOR AS FULLY AND IN THE SAME MANNER AS IF EACH SHIP BELONG TO STRANGERS.

19. WHENEVER THE CARRIER MAY DEEM AS ADVISABLE, OR IN ANY CASE WHERE THE GOODS ARE DESTINED FOR PORTS OR PLACED AT WHICH THE SHIP DOES NOT CALL, AND PARTICULARLY BUT NOT EXCLUSIVELY WHERE THE PORT OF DISCHARGE FROM SHIP AND DEDE THE SCOPE OF THE VOYAGE OR ROUTE TO OR BEYOND THE PORT OF DISCHARGE OR THE DESTINATION OF THE GOODS BY WATER, BY LAND OR BY AIR, OR BY ANY COMBINATION HEREOF, WHETHER THE OPERATOR OF THE CARRIER OR BY OTHER WHETHER DEPARTING OR ARRIVING OR SCHEDULED TO DEPART OR ARRIVE BEFORE OR AFTER THE SHIP EXPECTED TO BE USED FOR THE TRANSPORTATION OF GOODS THE CARRIER MAY DELAY FORWARDING AWAITING A VESSEL OR CONVEYANCE IN ITS OWN SERVICE WITH WHICH IT HAS ITS OWN CONNECTIONS.
THE CARRIAGE BY ANY TRANS-SHIPPING OR FORWARDING CARRIER AND ALL TRANS-SHIPMENT OR FORWARDING SHALL BE SUBJECT TO ALL THE TERMS WHATSOEVER IN THE REGULAR FORM OF BILL OF LADING, FREIGHT NOTE, OR CONTRACT OR OTHER SHIPPING DOCUMENT USED AT TIME BY SUCH CARRIER WHETHER ISSUED FOR THE GOODS OR NOT AND EVEN THOUGH SUCH TERMS MAY BE LESS FAVORABLE TO THE SHIPPER OR THE CONSIGNEE THEN THE TERMS OF THIS BILL OF LADING AND/OR CONTAIN MORE STRINGENT REQUIREMENTS AS TO NOTICE OF CLAIM OR COMMENCEMENT OF THIS SUIT AND MAY EXEMPT THE ON-CARRIER FROM LIABILITY FOR NEGLIGENCE. THE SHIPPER EXPRESSLY AUTHORIZES THE CARRIER TO ARRANGE WITH ANY SUCH TRANS-SHIPPING OR FORWARDING CARRIER AT THE LOWEST VALUATION OF THE GOODS OR THE LIMITATION OF LIABILITY CONTAINED IN THE BILL OF LADING OR SHIPPING DOCUMENT USED BY SUCH CARRIER SHALL. APPLY EVEN THOUGH LOWER THAN THE EVALUATION OF LIMITATION HEREIN. PENDING AND DURING TRANS-SHIPMENT THE GOODS MAY BE STORED ASHORE OR AFLOAT AT THEIR RISK AND EXPENSE. ANY INCREASE IN FREIGHT FOR ON-CARRIAGE FROM PORT OF DISCHARGE FROM SHIP OVER THE RATE PREVAILING AT THE TIME OF ENGAGEMENT EVIDENCED BY THE BILL OF LADING WHICH LATER RATE HAS BEEN USING IN COMPUTING THE FREIGHT CHARGES ON THIS SHIPMENT SHALL BE A CHARGE UPON THE GOODS AND SHIPPER AND CONSIGNEE SHALL BE LIABLE THEREFORE.

20. THE PORT OF AUTHORITIES ARE HEREBY AUTHORIZED TO GRAND GENERAL ORDER FOR DISCHARGING IMMEDIATELY UPON ARRIVAL OF THE SHIP AND THE CARRIER WITHOUT GIVING NOTICE EITHER OF ARRIVAL OR DISCHARGE, MAY DISCHARGE THE GOODS DIRECTLY AS THEY COME TO HAND, AT OR ON TO ANY WHARF, CRAFT OR PLACE THE CARRIER MAY SELECT AND CONTINUOUSLY, SUNDAYS AND HOLIDAYS INCLUDED, AT ALL SUCH HOURS BY DAY OR BY NIGHT AS THE CARRIER MAY DETERMINE NO MATTER WHATTHE STATE OF THE WEATHER OR CUSTOM OF THE PORT MAY BE IF THE PLACE OF DELIVERY HEREIN DOES NOT CONTAIN AS THE PORT OF DISCHARGE, DELIVERY OF THE GOODS SHALL BE RECEIVED BY THE CONSIGNEE DIRECTLY FROM THE SHIPS TACKLE AS THE GOODS COME TO HAND IN UNLOADING OR AS SOON AS DISCHARGED ON CARRIERS WHARF. THE CARRIER SHALL NOT BE LIABLE IN ANY RESPECT IF HEATOR REFRIGERATION OR SPECIAL COOLING FACILITIES SHALL NOT BE FURNISHED DURIEN LOADING OR DISCHARGE OR ANY PART OF THE TIME AT GOODS ARE UPON THE WHARF, OR ANY LOADING OR ANY DISCHARGING PLACE. ALL LIGHTERAGE AND USE OF CRAFT IN DISCHARGING SHALL BE AT RISK AND EXPENSE OF THE GOODS. LANDING AND DELIVERY CHARGES AND PIER DUES SHALL BE AT THE EXPENSE OF THE GOODS UNLESS INCLUDED IN THE FREIGHT HEREIN PROVIDED FOR. IF THE GOODS ARE NOT TAKEN AWAY BY THE CONSIGNEE BY THE TIME OF THE EXPIRATION THE NEXT WORKING DAY AFTER THE GOODS A THIS DISPOSAL THE GOODS AT CARRIERS OPTION AND SUBJECT TO CARRIERS LIEN, BE SENT TO STORE OR WAREHOUSE OR BE DELIVERED TO THE WHERE LANDED BUT ALWAYS AT THE EXPENSE AND RISK OF THE GOODS. THE RESPONSIBILITY OF THE CARRIER IN ANY CAPACITY, SHALL ALTOGETHER CEASE AND THE GOODS SHALLB E CONSIDERED TO BE DELIVERED AND AT THEIR OWN RISK AND EXPENSE IN EVER RESPECT WHEN TAKEN INTO CUSTODY OF CUSTOMERS AND OTHER AUTHORITIES. THE CARRIER SHALL NOT BE REQUIR