

1. DEFINITIONS

- a. "Carrier" means EUKOR Car Carriers Inc. vessels used in the carriage, their owners, managers and operators.
- b. "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading.
- c. "Combined Transport" means a Carriage for which the Carrier agrees to be responsible from the "Place of Receipt" box on the face of this Bill of Lading to the place identified in the "Place of Delivery" box on the face of this Bill of Lading.
- d. "Container" includes any container, trailer, transportable tank, flat or pallet, packaging or any similar article used to consolidate cargo and any ancillary equipment.
- e. "Customary Freight Unit" means each unit on which freight is charged.
- f. "Freight Unit" means each physical unit, car, truck or piece of Goods not shipped in a Package or Container, irrespective of weight or measurement.
- g. "Goods" mean the cargo described in this Bill of Lading whether it is carried on deck or under deck. If the Containers, equipment or other packaging are not furnished by the Carrier, those Containers, equipment and other packaging are also "Goods". No cargo is to be shipped inside vehicles or other cargo unless such additional cargo is itemized on the front page of this Bill of Lading and extra freight is paid.
- h. "Merchant" includes the shipper, consignee, notify party, receiver of the Goods, holder of this Bill of Lading, and any person, including any corporation, company, or other legal entity, owning the Goods or entitled to the possession of the Goods or acting on behalf of the Goods or any such entity. Their obligations are joint and several.
- i. "Package" means the largest means used to prepare cargo for transportation, including but not limited to, a skid, pallet, Container, bolster, trailer, crate or carton.
- j. "Port to Port Shipment" means a shipment only from one port identified in the "Port of Loading" box on the face of this Bill of Lading to the port identified in the "Port of Discharge" box on the face of this Bill of Lading. The Carrier only has custody, control, and responsibility for the Goods during the Port to Port carriage.
- k. "Sanctions" means any law, regulation, statute, order (including Executive Orders), restriction or prohibition concerning trade, economic or financial sanctions, embargoes or other restrictive measures implemented, adopted, imposed, administered, enacted or enforced by the United Nations, the European Union, the United Kingdom, the United States or any other government authority including but not limited to any primary or secondary sanctions or any "specially designated nationals" or "blocked persons" lists, or any equivalent lists (collectively "Sanction Lists") maintained and imposed by the relevant bodies and organizations of the foregoing.
- l. "Subcontractor" or a "Performing Party" includes any independent contractor or other entity employed directly or indirectly by the Carrier in performance of the Carriage or whose services or equipment have been used for the Carriage.
- m. "Third Party On-Carriage" means the transfer of the Goods and the responsibility and liability for the Goods from Carrier to another carrier.

2. THIRD PARTY ON-CARRIAGE

The Merchant and the Carrier may indicate, on the face of this Bill of Lading, that the Goods will be on-carried beyond the Port of Discharge or Place of Delivery by another carrier. The Carrier issuing this Bill of Lading is not responsible for such on-carriage and is not liable for loss or damage of or to the Goods during on-carriage. If the Carrier arranges such on-carriage, it does so only as agent of the Merchant. The Carrier's duties and responsibilities shall be deemed complete at the Port of Discharge or Place of Delivery indicated on the face of this Bill of Lading as if Carrier had delivered the Goods according to Clause 10.

3. SCOPE OF THIS BILL OF LADING

This Bill of Lading evidences the contract of carriage from the time the Carrier accepts complete custody and control of the Goods at the place of receipt or the port of loading described on the face of this Bill of Lading until the Carrier releases custody or control of the Goods at the port of discharge or the place of delivery described on the face of this Bill of Lading. The terms and conditions of this Bill of Lading apply during the Carriage described in this Bill of Lading on all modes of transportation and storage, including before the Goods are loaded on board any means of transportation, and after the Goods are discharged from any means of transportation as well as while the Goods are on board any means of transportation.

4. INSPECTION OF GOODS CLAUSE

The Carrier shall be entitled, but under no obligation, to open and/or scan any Package at any time and to inspect the contents. If it appears at any time that the Goods 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 Package or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense including but not limited to the measures or expense to carry or to continue the Carriage thereof, and/or to sell or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate. Such sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage howsoever arising from any action or lack of action under this clause.

5. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY

- a. The Merchant warrants to the Carrier that the particulars relating to the Goods and the Merchant as set out on the face of this Bill of Lading have been checked by the Merchant, 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, drugs or other illegal substances or stowaways and that the Goods will not cause any loss, damage or expense to the Carrier, or to any other cargo.
- b. The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any breach of any of the provisions in clause 9 or elsewhere in this Bill of Lading and from any other cause whatsoever in connection with the Goods and/or the Merchant for which the Carrier is not responsible.
- c. The Merchant shall comply with all regulations and requirements of customs, ports and other authorities, and shall bear and pay all duties, taxes, fines, expenses or losses accrued or suffered by reason of any failure to so comply.
- d. The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, fines, attorney fees and/or expenses arising from any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods.

6. SANCTIONS

- a. Merchant warrants throughout the duration of this Carriage that:
- (1) it is not the subject of any Sanctions or Sanction Lists or owned, in whole or in part, by any entity or person subject of same;
 - (2) it shall comply with all Sanctions; and
 - (3) the booking and carriage of the Cargo is not subject to any Sanctions.
- b. The Carrier shall have the right, but not the responsibility, at any time and without liability immediately to suspend or terminate all or part of the Carriage or to refuse to perform or suspend delivery if the Carrier becomes aware that the Merchant is or may be, in the Carrier's judgment, in breach of the above warranties (whether as a result of any action and/or omission) or that the Carriage or the Goods poses in the Carrier's judgment the potential for the imposition of Sanctions against the Carrier or the Merchant, whichever the Carrier in his absolute discretion considers most appropriate. The Carrier shall also be entitled to exercise any and all rights in Clause 11.
- c. Merchant shall indemnify, defend and hold harmless the Carrier against any and all damages, liabilities, penalties, fines, costs, losses, and expenses (including attorney fees) arising out of or related to any breach of the above warranties and/or the Carrier exercising its rights pursuant to this clause.

7. SPECIAL VENTILATION, REFRIGERATION OR HEATING

Special ventilation, refrigeration, power or heat will not be furnished to the Goods unless such special service is contracted for on the face of this Bill of Lading and extra freight is paid.

8. STEEL, OTHER METAL CARGO, LUMBER AND WOOD

It is agreed that steel, other metal cargo, lumber and wood with superficial rust, white rust, oxidation, wetness or any like condition is in apparent, external, good order and condition. If the Merchant requests in writing before delivery of such Goods to the Carrier and if a higher freight is paid, the Carrier will, after a special survey of the Goods, issue a Bill of Lading describing superficial rust, white rust, oxidation or wetness on such Goods.

9. DANGEROUS GOODS

No Goods which are or which may become of a dangerous, noxious, hazardous, flammable, or damaging nature (including radioactive material) or which are or may become able to cause loss or damage to any persons, property or the environment, and whether or not so listed in any official or unofficial, international or national codes, conventions, listings or tables shall be tendered to the Carrier for Carriage without marking, labelling, and packaging the dangerous Goods in accordance with law and regulations, and in a timely manner before delivering the Goods to the Carrier and informing the Carrier in writing of the dangerous nature or character of the Goods and furnishing the Carrier with instructions and documents reasonably necessary for proper handling, carriage and precautions to be taken. If the Merchant fails to do so, the Merchant will be liable to the Carrier for loss or damage resulting from such failure. If any such Goods are delivered to the Carrier without obtaining his consent, or in the opinion of the Carrier the Goods appear likely to become during the Carrier's period of responsibility an actual danger to persons, property, or the environment, the Carrier may decline to receive the Goods or unload, destroy or render the Goods harmless without liability to the Carrier or compensation to the Merchant and without prejudice to the Carrier's right to Freight.

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

10. DELIVERY

- The Carrier will deliver the Goods by one of the following means:
- a. Place the Goods at a place, reasonably safe and fit relative to the conditions, at the Port of Discharge or Place of Delivery, as indicated on the face of this Bill of Lading, and allow the Merchant up to 5 days to assume custody and control of the Goods unless the nature of the Goods or custom, law or regulation at the place of delivery necessitates a shorter time; or
 - b. Relinquish exclusive custody and control of the Goods to a person entitled to the possession and control of the Goods; or
 - c. Retain custody and control of the Goods to a port authority or other authority or other entity to whom custody and control is customarily relinquished at the Port of Discharge or Place of Delivery, indicated on the face of this Bill of Lading; or
 - d. Any means provided by the applicable tariff.
- The Carrier shall have no responsibility for or any liability in respect of Goods not collected within the time allowed by the relevant tariff, or, if no time is specified in the tariff, by the custom of the trade, or if no time is specified in the tariff or custom of the trade, within 5 days. The Carrier may remove such Goods from the Container or other packaging furnished by the Carrier, and/or place the Goods in a storage facility or other available place at the risk and expense of the Goods and the Merchant. That facility or place will act as an agent of the Merchant, not the Carrier. Demurrage will continue to be charged for the Container and other Carrier equipment until the Container or other equipment is returned to the Carrier. The demurrage will give rise to a lien over the Goods. Goods not collected within 30 days may be sold to exercise liens for freight, demurrage, storage, handling, and other charges.
- Upon delivery, the contract of carriage will have been completed and the Carrier shall have no further responsibility for the Goods. If the Goods are on-carried, the Carrier will have no responsibility for the Goods, as provided in Clause 2.

11. LIBERTY CLAUSE

- a. In any situation, whether or not existing or anticipated at or before the commencement of the Carriage, which in the judgment of the Carrier (including but not limited to the Master and any person charged with the carriage or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss or delay to the Carrier, any person, the Goods or any property, or has made or is likely to make it unsafe, impracticable, unlawful or against the interest of the Carrier or the Merchant to commence or continue the Carriage, to discharge the Goods at the Port of Discharge or to deliver the Goods at the Place of Delivery, the Carrier shall be entitled to exercise any or all of the below mentioned rights in this Article at any time, without being held liable for such action, yet being entitled to full freight on the Goods, at the risk and expense of the Merchant:
- (1) To deliver the Goods to the Merchant at a place selected by the Carrier, or dispose of the Goods in any manner as the Carrier considers advisable; and/or

- (2) To carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by any route whether direct, agreed or customary, including any transhipment, or to any other port that the Carrier or the Master of the Vessel at its discretion may select and then discharge the Goods; and/or
 - (3) To suspend the Carriage of the Goods and store them ashore or afloat as agent on behalf of the Merchant at the Merchant's risk and expense and to endeavour to forward the Goods, but always without any guarantee as to the maximum period of such suspension; and/or
 - (4) To deliver the Goods, in whole or part, at any time, and place them at the 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 Goods shall cease but freight will be due; and/or
 - (5) To fumigate or in any other way let the Goods undergo treatment in order to safeguard the Vessel or other cargo onboard the Vessel or to make the Vessel, Goods and/or other cargo comply with applicable import, export, customs and excise rules and regulations in any relevant port or area, at the time, risk and expense of the Merchant.
- b. The situation of subpart (A) includes but is not limited to those caused by or arising from:
- (1) any war, war like operation, hostilities, riots, civil commotions or other disturbances;
 - (2) closure of, obstacle in, or danger to any port, canal, lock or seaway;
 - (3) congestion of port or at sea terminal or similar place;
 - (4) bad weather, shallow water, ice, landslip, earthquake, or other natural disaster or effects or other obstacles to navigation or carriage;
 - (5) quarantine, biosecurity, sanitary, or other similar regulations or restrictions;
 - (6) actual or threatening epidemics or diseases;
 - (7) strikes, lockouts, interdict, or other labour troubles, whether partial or general and whether or not involving employees of the Carrier or its Subcontractors;
 - (8) shortage, absence or obstacles of labour or facilities for loading, discharge, delivery, or other handling of the Goods;
 - (9) blockage, prohibition, Sanction(s) or restriction(s) on commerce or trading, and any other situation, whether existing, contemplated or doubtful, preventing the Vessel from reaching, entering, leaving any Port of Loading or Discharge safely without delay or detention, or having any impact whatsoever on the commercial operations of the Carrier.
- c. If, after any action taken according to subparts A or B above, the Carrier makes arrangements to dispose, store, tranship, forward, fumigate, treat, re-package, for customs clearance or other authority approvals, electronic charging or towing the Goods, it shall do so only as agent of and at the risk and expense of the Merchant, without any liability in respect of such agency.
- d. The Carrier shall have liberty to comply with any orders, directions or recommendations as to loading, departure, arrival, routes, port of call, stoppages, discharge, destination, delivery or otherwise howsoever given by any person acting or purporting to act with the authority of any government, international organisation or any department thereof, or by any committee or person having, or purporting to have, under the terms of the insurance on the Vessel, the right to give such orders, directions or recommendations. If any such orders, directions or recommendations are made with which the Carrier complies, the Carrier shall be entitled to exercise any or all of the rights in this Article at any time.
- e. The discharge of the Goods and/or their delivery or other disposition pursuant to any provision of this Article shall constitute complete delivery and performance under this Bill of Lading and the Carrier shall be released from any further responsibility.
- f. Actions which the Carrier takes under this Article shall be deemed to be included within the contractual carriage under this Bill of Lading and such actions or consequences resulting therefrom shall be considered neither a deviation nor a breach of the Carrier's obligation under this Bill of Lading. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all limitations of liability, rights, and immunities contained in this Bill of Lading and other rules and laws incorporated herein.
- g. Any additional freight or charges arising from the actions taken under this Article shall be for the account of the Merchant and the Carrier shall have a lien on the Goods for such additional freight or charges.

12. SUBCONTRACTORS OR PERFORMING PARTIES

The Carrier may arrange for Subcontractors or Performing Parties to perform, directly or indirectly, the whole or any part of the contract of carriage on any terms. The terms and conditions of this Bill of Lading, including all defences and limitations, is extended to all parties who participate in its performance. All defences, limitations, and the choice of law governing this Bill of Lading, whether applying with the force of law or through incorporation by reference into this Bill of Lading, shall extend to all parties that agree directly or indirectly with the Carrier to perform all or any part of the contract of carriage. These parties shall include, but shall not be limited to, the following entities: subcontracted carriers, participating land carriers, stevedores, terminal operators, watchmen, vessel operators, voyage charterers, time charterers, slot or space charterers, direct and indirect subcontractors, independent contractors, and every servant or agent of the Carrier or of a Subcontractor or Performing Party.

13. AGREEMENT TO CLAIM AGAINST NO ONE OTHER THAN THE CARRIER

The Merchant undertakes that no claim or allegation shall be made, whether by the Merchant or any other person who is or who may subsequently be interested in the Goods, against any person other than the Carrier. If such claim or allegation is made, the Merchant shall indemnify the Carrier and the person against whom such claim or allegation is made against the consequences of such claim or allegation.

14. FREIGHT AND OTHER CHARGES

Freight, whether it is pre-payable or collect as indicated on the face of this Bill of Lading or is to be paid according to agreed credit terms, is fully earned when the Goods are delivered to the Carrier, its agents or servants, without deduction or set-off, whether the Goods are lost or not lost. The Carrier has the right, but not the duty, to inspect Goods inside Containers or other Packages. If the Goods are not described correctly and as a result a lower and/or higher freight is charged, the Carrier will be entitled to the correct freight and all the costs of calculating and collecting it, including but not limited to attorney fees, and interest on both the amount due and the cost of collection. If the Carrier considers the packing insufficient and re-packages the Goods, the Merchant will pay for the cost of the re-packaging and will pay the freight as computed for the re-packed Goods.

15. DELAY AND CONSEQUENTIAL DAMAGE

The Carrier shall in no circumstances whatsoever and howsoever arising be liable for any direct, indirect or consequential loss or damage arising from any cause whatsoever or for loss of profit, unless the Carrier has agreed in writing to be responsible for the specific damage that occurred. The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any particular time or to meet any particular requirement of any license, permission, sale contract, or credit of the Merchant or any particular market and thus is not responsible for damages alleged to have been caused by delay. If, despite the foregoing provision, the Carrier is held liable for damages attributable to delay, such liability shall in no event exceed the freight paid for the delayed Goods.

16. DECK STOWAGE

The Carrier or vessel owner or operator, not the Merchant, has sole authority and responsibility to determine the stowage location of the Goods on vessels that carry the Goods. Goods stowed either by the Merchant or the Carrier in Containers or which are otherwise protected from weather, are likely to be stowed on deck. The Hague-Visby Rules or the United States Carriage of Goods by Sea Act ("COGSA") or the Australian Carriage of Goods by Sea Act or the New Zealand Maritime Transport Act 1994 or the Korean Commercial Act (Part V - Marine Commerce) or the Rotterdam Rules, whichever applies to this Bill of Lading, shall apply to such deck cargo as if it were stowed below deck. Goods that are customarily carried on deck may be carried on deck without notice to the Merchant and at the Goods' and the Merchant's risk. Goods not customarily carried on deck may be carried on deck at the risk of the Goods and the Merchant if the Bill of Lading is issued to note that the Goods are carried on deck at the risk of the Goods and/or the Merchant.

17. PARAMOUNT CLAUSE

Where compulsorily applicable, this contract is governed by COGSA. When COGSA is not compulsorily applicable, this contract shall be governed by the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 and amended by the 1979 SDR protocol ("the Hague-Visby Rules").

18. PACKAGE/CUSTOMARY FREIGHT UNIT LIMITATION

If the Merchant has not declared a higher value on the face of this Bill of Lading and paid extra freight for the higher declaration, the Carrier's liability is in any event limited to USD 500 per Package or for Goods not shipped in packages, per Customary Freight Unit. If the Hague-Visby Rules or the Korean Commercial Act (Part V - Marine Commerce) are held to govern this Bill of Lading, the Carrier's liability is limited to 666.67 SDR per Package or 2 SDR per kilogram of the goods lost or damaged, whichever is higher.

19. SEPARABILITY OF TERMS

The terms of this Bill of Lading shall be separable and if any provision of this Bill of Lading or any part of any provision is held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision or part of this Bill of Lading.

20. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and of the general nature of such loss or damage be given in writing to the Carrier or his agent at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading. If notice of loss or damage is not given to the Carrier within three days of delivery, the failure to give such notice constitutes prima facie evidence that the loss or damage was not present at delivery. In any event, the Carrier shall be discharged from any liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date on which they should have been delivered.

21. APPLICATION OF THESE TERMS AND CONDITIONS

These Terms and Conditions (including all limitations and exclusions of liability) shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring (without restricting the generality of the foregoing, including delay, late delivery and/or delivery without surrender of this Bill of Lading) and whether the action be founded in contract, bailment or in tort and even if the loss, damage or delay arose as a result of unseaworthiness, negligence or fundamental breach of contract.

22. CHOICE OF LAW AND JURISDICTION

For shipments to or from the U.S., any dispute relating to this Bill of Lading shall be governed by U.S. law and the United States District Court for the Southern District of New York is to have exclusive jurisdiction to hear all disputes in respect thereof. In all other cases, this Bill of Lading shall be governed by and construed in accordance with English law and all disputes arising hereunder shall be determined by the English High Court of Justice in London to the exclusion of the jurisdiction of the 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.

23. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract, including, but not limited to, freight payable according to agreed credit terms and irrespective of whether the pre-paid and/or collect box on the face of this Bill of Lading is filled out. The Carrier shall also have a lien for general average contributions to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums due by the Merchant to the Carrier under any other contract whether or not related to this Carriage. The Carrier may exercise its lien at any time and any place in its sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

24. GENERAL AVERAGE

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994 in London. Cargo's contribution to General Average shall be paid to the Carrier upon request, even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

25. NEW JASON CLAUSE, BOTH-TO-BLAME COLLISION CLAUSE, HIMALAYA CLAUSE

The New Jason Clause, Both-to-Blame Collision Clause, The International Convention for the Unification of Certain Rules of Law with Respect to Collisions Between Vessels, Brussels 1910 (The 1910 Collision Convention), and the International Group of P&I Clubs/BIMCO Himalaya Clause for bills of lading and other contracts 2014 as adopted by BIMCO, all available from the Carrier or its agent, shall be deemed incorporated into and shall form part of this Bill of Lading.