

1. DEFINITIONS

- (a) "Carrier" means Wallenius Wilhelmsen Ocean AS, vessels used in the carriage, their owners, 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 indicated on the face of this bill of lading to the place of delivery indicated 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) "Goods" mean the cargo described in the bill of lading. If the Containers, equipment or other packaging are not furnished by the Carrier, those Containers, equipment and other packaging are also "Goods".
- (f) "Merchant" means 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 having control over the possession of the Goods or acting on behalf of the Goods or any such entity. Their obligations are joint and several.
- (g) "Package" means the largest means used to prepare cargo for transportation, including but not limited to, a skid, pallet, Container, trailer or carton.
- (h) "Port to Port Shipment" means a shipment from one port to another port. The Carrier would be responsible for the Goods from the Port of Loading indicated on the face of this bill of lading to the Port of Discharge indicated on the face of this bill of lading.
- (i) "Subcontractor" includes but is not limited to owners, operators and charterers (time, voyage and slot) of vessels, (other than the Carrier), stevedores, terminal and groupage operators, road and rail transport operators and independent contractor employees directly or indirectly by the Carrier in performance of the Carriage.
- (j) "Third Party On-Carriage" means the transfer of the Goods and the responsibility for the Goods from Carrier to another carrier. The duty, responsibility, and liability of Carrier cease at on-carriage. See Clause 4.

The following definitions (k), (l), and (m) may apply if the Merchant has requested to use the Bolero System:

- (k) "Bolero Bill of Lading" means this bill of lading if and while it is controlled by the Bolero System.
- (l) "Bolero User" means a person enrolled in the Bolero System. (A Bolero Bill of Lading will only be issued to all parties to the bill of lading who are Bolero Users.)
- (m) "Surrender Party" - If the Merchant requests a Bolero Bill of Lading, and a Bolero Bill of Lading is issued, Surrender Party is a Bolero "User" who is designated as the person to whom the Bolero Bill of Lading must be presented to obtain delivery of the Goods at the end of the Carriage. If the Merchant wishes to use the Bolero system, or another electronic system, the Merchant agrees that the Bolero system, or the other electronic system, will act as agent for the Merchant rather than the Carrier. In consideration for the Carrier's agreement to allow the Merchant to use the Bolero system, or another electronic system, the Merchant agrees to indemnify and hold the Carrier harmless from any damage suffered by the Carrier as a result of the Bolero system or any other electronic system. If this bill of lading is not a Bolero Bill of Lading, the Merchant acknowledges that the Bolero Rulebook Operating Procedures, and other documents may affect the issuance, transfer, pledge, or surrender of this bill of lading. The Merchant agrees to abide by those rules, regulations, and procedures and to give the Carrier notice of instructions in a timely fashion. If another electronic system is used, that system's rules, regulations, and procedures may affect the issuance, transfer, pledge, or surrender of the bill of lading. The Merchant agrees to abide by those rules, regulations, and procedures and to give the Carrier any required notice or instructions in a timely fashion. In the case of any conflict between this bill of lading and the Bolero Rulebook or other document, or another electronic system's rules or procedures, this bill of lading will prevail.

2. ACCEPTANCE OF BILL OF LADING AND CARRIER'S TARIFFS, RULES, AND RATES

In accepting this bill of lading, the Merchant agrees to be bound by all its terms, conditions and limitations, whether printed, stamped, or written on the front or back of the bill of lading, as well as the provisions of the Carrier's published freight Tariffs, Rates, and Rules, as fully as if they were all specifically accepted in writing by the merchant, and in the event of any conflict between the terms of the bill of lading and the relevant tariffs may be obtained from any agent of the Carrier. In the event of a conflict between the terms of a tariff and the terms of this bill of lading, the terms of this bill of lading will govern.

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 delivers 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 the bill of lading apply during the Carriage described by this bill of lading on all modes of transportation and storage. They apply 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. THIRD PARTY ON-CARRIAGE

The Merchant and the Carrier may indicate, in a clause on the face of this bill of lading, that the Goods will be on-carried beyond the Port of discharge or Place of delivery. The Carrier is not responsible for such on-carriage and is not liable for loss or damage of or to the Goods during on-carriage. Carrier will act only as agent of the Merchant to arrange such on-carriage. Carrier's duties and responsibilities will be completed at the place of on-carriage as if Carrier had delivered the cargo according to Clause 5.

5. RECEIPT FOR CONDITION AND QUANTITY OF GOODS

The Carrier acknowledges receipt only of the external, apparent condition of the Goods packaging, including containers, and the quantity of the Goods or their packages, including Containers, that are visible and apparent to the Carrier and that the Carrier has reasonable means to check. If the Carrier receives a sealed Container, the Carrier is only responsible to deliver the Container intact with the seal intact. The Carrier is not liable for loss, damage or injury caused by improper stuffing of Containers that has been performed by the Merchant or on the Merchant's behalf. This exception shall include, but shall not be limited to, a defective condition of the Container that should have been obvious to the Merchant, its agent, or servant at the time the Container was loaded. The Merchant shall be liable for, and shall hold the Carrier harmless from, any and all loss, damage or injury caused by the Goods, which by their nature are dangerous, fragile, perishable, or are improperly stuffed or secured in the Container or are insufficiently packaged.

Goods are not to be shipped inside vehicles or other cargo unless the Carrier agrees in writing to accept such additional goods and extra freight is paid. The Carrier is not responsible for such additional goods unless the Carrier agrees in writing to carry the goods.

6. 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 place of delivery, and allow the person entitled to deliver 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 suggest 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) Relinquish 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 place of delivery or port of discharge.
- (d) Any means provided for by a applicable law or regulation.
- The Carrier is not responsible for Goods not picked up within the time allowed by the relevant tariff, 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 place at the risk and expense of the Goods and the Merchant. That facility 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 and other equipment are returned to the Carrier. The demurrage will constitute a lien against the Goods. Goods not picked up within 30 days may be sold to exercise liens for freight, demurrage, storage, and other charges.
- The contract of carriage is complete and the Carrier has no further responsibility for the Goods after delivery, if the Goods are on-carried, the Carrier will have no responsibility for the Goods during on-carriage. See Clause 4.

7. MERCHANT'S RESPONSIBILITY

The Merchant warrants that it has authority to enter into this bill of lading and that it has properly and accurately described the Goods on the face of this bill of lading. It also warrants that proper labels and markings are on the Goods or their packaging, that the Goods are properly packed and transported, and that all necessary instructions for transportation have been given to the Carrier. The Merchant also warrants that the Goods are safe for transportation on all modes of transportation. Although the Merchant agrees to comply with all relevant treaties, conventions, laws, and regulations, it agrees that such compliance alone may not be sufficient to satisfy this warranty. If action beyond such compliance is required to assure proper carriage and transportation, that action will be taken by the Shipper. The Carrier has the right to destroy or render harmless any Goods that the Carrier reasonably believes present a danger. The Merchant warrants that the vessel will not incur any fine, penalty or other expense because of the Goods, their preparation for transportation, packing, labeling or any other aspect of the Goods.

The Merchant agrees to hold the Carrier harmless and to indemnify it from any expenses or liability incurred, and to defend the Carrier in any aspect of these warranties is violated. If the Merchant issues its own bill of lading or other shipping document, it warrants that the terms of its bill of lading or document will be no less favorable to the Carrier than this bill of lading. The Merchant agrees to hold harmless and defend, and indemnify the Carrier if its bill of lading or document is less favorable than this bill of lading.

If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors clean, to the point or place designated by the Carrier, his servants or agents, within the time prescribed. Should a container not be returned within the time prescribed, the Merchant shall be liable for any detention, loss or expenses which may arise from such non-return. Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant whilst in his control. The Merchant shall indemnify the Carrier for all loss and/or damage to such Containers. Merchants are deemed to be aware of the dimensions of any Containers released to him.

The Merchant agrees to indemnify and hold harmless the Carrier in respect of any expenses and liability whatsoever and howsoever arising (including and without limiting the foregoing from negligence or breach of contract or willful act or default of the Carrier or others) in respect of any breach of these warranties.

8. OBLIGED TO DELIVER IF BILL OF LADING IS MORE THAN SIX MONTHS OLD

The Carrier is under no obligation to deliver the Goods if this bill of lading is surrendered to the Carrier more than six months after its date.

9. APPLICABLE LIABILITY REGIME

Unless the carriage is described in paragraph 9 (a), (b) or (c), the contract of carriage is governed by the bill of lading is governed by the International Convention for the Unification of Certain Rules Relating to Bills of Lading, Brussels, August 25, 1924 (as amended by the Visby Amendments in 1968 and by the Brussels SDR Protocol in 1979 (Hague/Visby Rules)). They are incorporated into this bill of lading as if they were fully set forth herein. These rules shall apply before and after the Goods are to be loaded on board and after they have been discharged from board. The Hamburg Rules shall apply as well as while the Goods are on board any vessel or other mode of transportation.

(a) If this bill of lading evidences a contract of carriage to or from the United States, it is governed by the United States Carriage of Goods by Sea Act 46 U.S.C. §§ 1300 et seq. (COGSA) and the Pomerene Act, 49 U.S.C. §§ 80101, et seq. (Pomerene Act). They are incorporated by reference into the bill of lading as if they were fully set forth herein. The Pomerene Act will apply both to bills of lading that evidence contracts for the carriage of cargo to the United States as well as from the United States. Those acts shall apply before and after the Goods are loaded on board or discharged from any vessel or other mode of transportation, as well while the Goods are on board any vessel, vehicle, train or other means of transportation.

(b) If this bill of lading evidences a contract of carriage from Australia or New Zealand, it is governed by the Australian Carriage of Goods by Sea Act, 1991 as amended (Australian COGSA) or the Chapter XVI of the New Zealand Maritime Transport Act, 1994 (New Zealand Act), whichever is relevant in respect of the carriage of goods by sea. Subject to the compulsory application of Australia and New Zealand laws, the Carriage is subject to The Hague/Visby Rules.

(c) If, and only if, a dispute that arises from this bill of lading is litigated in a forum that provides for the application of the Hamburg Rules shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee. If any term of this bill of lading be repugnant to the above Rules and/or legislation to any extent, such terms shall be void to that extent, but no further.

(d) Application of CMR and CMI. In the event of a dispute that arises from this bill of lading is litigated in a forum that must apply the Carriage of Goods by Road Act, 1965 (CMR) or the International Convention Concerning Carriage of Goods by Rail (CMI 1961) to part of the carriage, that Act will govern only the portion of the carriage that it governs by the force of law. Notwithstanding any provision of this bill of lading other than the compulsory application of the Hamburg Rules, no provision of any act, statute or other law or rule will be incorporated by reference into this bill of lading if its incorporation would increase the Carrier's liability above that provided for in the Hamburg Rules. The Hamburg Rules shall nullify any stipulation derogating therefrom to the detriment of the shipper or consignee.

10. LIMITATION OF CARRIER'S LIABILITY

If the Hague/Visby Rules or the Australian COGSA or the New Zealand Maritime Transport Act, 1991 apply to the contract evidenced by this bill of lading, the Carrier's liability is limited to 666.67 Special Drawing Rights of the International Monetary Fund (SDR) per package or 2 SDR per kilogram, whichever is higher. If U.S. COGSA applies to the contract evidenced by this bill of lading, the Carrier's liability is limited to U.S. \$500 per package, or for Goods not shipped in packages, per customary freight unit, unless a higher value is declared in the Declared Value of the Goods on the bill of lading and a higher freight is paid. Each unpackaged vehicle or other piece of unpackaged cargo on which freight is calculated, constitutes one customary freight unit.

11. NOTICE OF DAMAGE

The absence of written notice of loss or damage from the Merchant at the time of delivery of Goods with patent loss or damage or within three (3) days of delivery of Goods with latent loss or damage, shall constitute prima facie evidence that the Carrier delivered the Goods in the same condition and quantity in which the Goods were delivered to the Carrier at the place of receipt or port of loading. Notice of loss or damage shall be addressed to the Carrier or his representative at the Place of Delivery, or the Port of Discharge if no Place of Delivery is named on the face of this bill of lading, or if the Goods have been on-carried by a third party.

12. TIME LIMIT TO COMMENCE SUIT AGAINST CARRIER

In any event, the Carrier will be relieved of all liability unless suit is commenced against the Carrier within one year from the date the Goods were delivered or the date they should have been delivered by the Carrier. The Merchant warrants that it will preserve the time limit within which any action may be commenced by the Merchant or the Carrier against any party who may be liable for loss or damage to the Goods. The Merchant agrees to hold the Carrier harmless, indemnify, and otherwise protect the Carrier against such loss or damage the Carrier may suffer due to the Merchant's failure to preserve such time limit.

13. CHOICE OF FORUM

All disputes arising from shipments to or from the United States will be decided only by the United States District Court in the Southern District of New York, in New York City. This court has exclusive jurisdiction over such disputes. The general law of the United States, in addition to the law specified in Clause 9 of this bill of lading, will apply to these disputes. All other disputes will be decided by the High Court, London, U.K., which will have exclusive jurisdiction over those disputes. The general law of England will apply to those disputes in addition to the law specified in Clause 9 of this bill of lading. No proceedings may be brought before any other forum or tribunal.

14. ROUTES, LIBERTIES

The Goods may be carried on several different modes of transportation, by water, rail, and road. Within each mode, the Goods may also be carried on several vessels, trains, trucks, or other means of transportation. The Carrier has the option to determine the route and the means of transport without notice to the Merchant. The route chosen by the Carrier may not be the most direct or shortest route and may be interrupted. The Carrier may, if circumstances justify, destroy the Goods, abandon them or discharge the Goods at any place and declare the Goods delivered and at the risk of the Merchant.

15. SUB-CONTRACTORS AND HIMALAYA CLAUSE

The Carrier may sub-contract, directly or indirectly, the whole or any part of the contract of carriage on any terms. The parties to this bill of lading intend to extend its terms and conditions, including all defenses and limitations, to all parties who participate in the carriage of the Goods. The Carrier warrants that all such performance. The defenses, limitations, and the law governing this bill of lading 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: underlying Carriers, participating land Carriers, stevedores, terminal operators, watchmen services, vessel operators, voyage charterers, time charterers, slot or space charterers, direct and indirect sub-contractors, independent contractors, and every servant or agent of the Carrier or of a subcontractor.

For the purpose of this Clause, the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of such persons to whom the terms and conditions of this bill of lading are extended and each of them and all such persons and each of them shall to this extent be or deemed to be parties to this bill of lading.

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

- (a) 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) (whether it is a subcontractor, principal, employee, servant, agent or otherwise) which imposes or attempts to impose upon such person any liability whatsoever and howsoever arising (including without limiting the foregoing from negligence or breach of contract or willful act or default of the Carrier or others) in connection with the Goods and the Carriage, if such claim or allegation should nevertheless be made to indemnify the Carrier and the person against whom such claim or allegation is made against the consequences of such claim or allegation; and to indemnify the Carrier against any claim or allegation made against it by any person (other than the Merchant) in connection with any liability, in connection with the Goods.
- (b) The Merchant agrees to hold the Carrier harmless and to indemnify it from any expenses or liability incurred, and to defend the Carrier in any aspect of these warranties is violated.

17. FREIGHT AND OTHER CHARGES

Freight, whether it is pre-payable or collect, is fully earned when the Goods are delivered to the Carrier, its agents or servants. The freight is fully earned in any event, without deduction, whether the Goods are lost or not lost. The freight may not be returned.

The Carrier has the right, but not the duty, to inspect Goods inside Containers or other packaging. If the Goods are not described correctly and as a result a lower 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 other legal fees, and interest on both the amount due and the cost of collection. If the Carrier considers the packing insufficient and re-coopers the Goods, the Merchant will pay the Carrier's charge for re-coopering and will pay the freight as computed for the re-coopered Goods.

18. LIEN

The Carrier shall have a lien on the Goods and any document relating to the Goods or any other Goods, documents or property of the Merchant for any amount due the Carrier plus interest and the cost of collecting that amount with interest on those costs. The Carrier's lien extends to the amount due will include, but will not be limited to, attorney and other legal fees.

19. GENERAL AVERAGE AND SALVAGE

General Average is to be adjusted at any port or place at the Carrier's option and is to be settled according to the York-Antwerp Rules 1994, and amendments. In the event the venture is placed in peril from any cause, even the negligence or other fault of the Carrier, for which, or for the consequences of which, the Carrier is not liable by reason of statute, law, treaty, convention, contract, or otherwise, the Merchant shall contribute with the Carrier in General Average according to the Statement prepared by the General Average Adjuster. The parties to this bill of lading agree to accept as binding the decisions of the General Average Adjuster set forth in the Statement and agree that the General Average Adjuster or the Carrier may exercise a lien against the Goods for General Average or Salvage. The Merchant shall provide such security and payments on account as are requested by the General Average Adjuster within 30 days of such request. The Merchant agrees to provide such security and to make payments on account before or after the Goods have been delivered from the Carrier. The Merchant agrees that if the Goods have been delivered or are otherwise not available for the carrier to exercise a lien against them, the Carrier may obtain such security and payments on account by exercising a lien against any other property owned by the Merchant.

The Merchant shall also pay salvage and special charges incurred in respect of the Goods. If a salvaging vessel is owned, operated, or chartered by the Carrier, salvage shall be paid as fully and in the same manner as if such Salvaging vessel were not a salvager. The Merchant and the Carrier agree that the Carrier shall act on behalf of the Merchant in any salvage proceeding in which the Merchant does not appear.

20. BOTH TO BLAME COLLISION CLAUSE

If a vessel on which the Goods are being carried collides with another vessel as the result of the negligence or fault of both vessels, the Merchant collects payment for loss or damage to the Goods from the other vessel, and the other vessel obtains a contribution toward that damage payment from the Carrier, the Merchant will reimburse the Carrier for that contribution.

21. DELAY AND CONSEQUENTIAL DAMAGE

The Carrier is not responsible for consequential damages unless the Carrier has agreed in writing to be responsible for the certain, specific damage that occurred. The Carrier does not agree to deliver the Goods at any particular time or for any particular purpose, and the Carrier 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, those damages are limited to the total amount payable as freight for all of the Goods shipped under the bill of lading that included the delayed Goods.

22. 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 are otherwise protected from the weather, are likely to be stowed on deck. This bill of lading will not be construed to indicate such deck stowage, and the Hague/Visby Rules, U.S. COGSA, or Australian COGSA or New Zealand Act, which do not apply 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 with the agreement of the Shipper if the bill of lading is closed to note that the Goods are carried on deck at the risk of the Goods or the Merchant.

23. SPECIAL VENTILATION, REFRIGERATION OR HEATING

Special ventilation, refrigeration or heat will not be furnished to the Goods unless such special service is contracted for on the face of the bill of lading and extra freight is paid. The Merchant is responsible for inspecting each Container to determine whether it is fit to carry the Goods. The Merchant is also responsible to assure that the Goods are at the proper temperature before they are loaded into a refrigerated Container. The Merchant agrees to determine that the refrigeration equipment is set to the proper temperature and that the Container is at the proper temperature before the Goods are loaded into the Container. The Carrier is not responsible for heating, ventilating or refrigerating equipment when the equipment is not operating within its design and control.

24. STEEL, OTHER METAL CARGO, LUMBER AND WOOD

Acknowledgement of receipt of steel, other metal cargo, lumber and wood in apparent, external, good order and condition in this bill of lading is not a representation by the Carrier that conditions of rust, oxidation or wetting and the like did not exist on receipt of such Goods by the Carrier. It is agreed that the Merchant is responsible for inspecting each Container to determine whether it is fit to carry the Goods. The Merchant is also responsible to assure that the Goods are at the proper temperature before they are loaded into a refrigerated Container. The Merchant agrees to determine that the refrigeration equipment is set to the proper temperature and that the Container is at the proper temperature before the Goods are loaded into the Container. The Carrier is not responsible for heating, ventilating or refrigerating equipment when the equipment is not operating within its design and control.

25. FIRE

Neither the Carrier nor any party participating in the performance of the contracts of carriage evidenced by this bill of lading is liable for any loss or damage caused by fire unless such fire or the failure properly to extinguish it was caused by the actual fault or privity of the Carrier.

26. SEPARABILITY OF TERMS

The terms of this bill of lading shall be separable and if any provision or 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.