

BILL OF LADING

SHIPPER

Not negotiable unless consigned "To Order"

B/L No.**Booking No.****UNITED OCEAN LINES**

101 B Telok Ayer Street

03-02

SINGAPORE (068574)

Consignee (if "To Order" so indicate)

Notify Address (Carrier not responsible for failure of notify)

Agent at Destination

Pre-Carriage by	Place Receipt	Agent at Destination	
Vessel	Port of Loading		
Port of Discharge	Place of Delivery	Excess Value Declaration. Refer to Clause 6(4)B+C on Reverse side	
Mark and Number, Container No.	Number and Kind of Packages, Description of Goods	Gross Weight (Kg)	Measurement (cbm)

Type of service

RECEIVED by the Carrier of Goods as specified above in apparent good order and condition unless otherwise stated, to be transported to such place as agreed, authorised or permitted herein and subject to all the terms and conditions appearing on the front and reverse of the Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, any local privileges and customs notwithstanding.

The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the carrier.

In WITNESS whereof one (1) original Bill of Lading has been signed if not otherwise stated below, the same being accomplished the other(s), if any, to be void. One (1) original Bill of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.

JURISDICTION AND LAW CLAUSE

The Contract evidenced by or contained in this BILL OF LADING is governed by the law of England and any claim or dispute arising hereunder or in connection herewith shall be determined by the Court in England and no other Court.

Freight Payable at

Place and Date of issue

Number of Original Bs/L.

Signed on Behalf of the Carrier

1. DEFINITIONS

"Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.

"Merchant" includes the shipper, the consignee, the recipient of the Goods, the holder of this Bill of Lading, any person owing or entitled to the possession of the Goods or this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons.

"Goods" includes the cargo supplied by the Merchant and includes any container not supplied or on behalf of the Carrier.

"Containers" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate goods.

"Carriage" means the whole of the operations and services undertaken by or performed by or on behalf of the Carrier in respect of the Goods.

"Combined Transport" arises where the Carriage called for by this Bill of Lading is not a Port to Port Shipment.

"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicate ports and the Bill of Lading is in the nominative of the Place of Receipt or the Place of Delivery or where the front hereof specifies any place or port within the area of the port so nominated.

"Hague Rules" means the provisions of the International Convention for the Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968.

"Hamburg Rules" means the United Nations Convention on the Carriage of Goods by Sea signed at Hamburg on 31st March 1978.

"Rotterdam Rules" means the United Nations Convention on the Carriage of Goods by Sea signed at Rotterdam on 23rd September 2009.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.

"Charges" include freight and all expenses and money obligations incurred and payable by the Merchant.

"Shipping Unit" includes freight unit and the term "unit" as used on the Hague Rules and Hague-Visby Rules.

"Person" includes an individual, a partnership, a body corporate or other entity.

"Stuffed" includes filled, consolidated packed, loaded or secured.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff if any, are incorporated herein. Particular attention is drawn to the terms therein relating to free storage time and to container and vehicle demurrage or detention. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed in the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail except that the applicable Tariff shall govern as to the Freight

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is the agent of and has the authority of the person owing or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) This Bill of Lading shall be non-negotiable unless made out to "order" in which event it shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.

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

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier including but not limited to the Carrier's servants or agents, any independent contractor and his servants or agents, indirectly if procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made against the Carrier, in demurrage or in respect of any claim against him, the consequences thereof. Without prejudice to the foregoing every such person or vessel shall have the benefit of all provisions herein benefitting the Carrier as such provisions which expressly for his benefit and in entering into this contract the Carrier to the extent of these provisions does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels shall to the extent he or she is deemed to be parties to this contract.

(3) The merchant shall defend, indemnify and hold harmless the Carrier against any claim of liability and any expense arising therefrom from the Carriage of the Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(4) The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be brought in Contract or in Tort.

6. CARRIER'S RESPONSIBILITY

(1) PORT TO PORT SHIPMENT

When loss or damage has occurred between the time of loading of the Goods at the Port of Loading and the time of discharge at the Port of Discharge, the responsibility of the Carrier shall be determined in accordance with the Hague Rules, the Hamburg Rules or the Rotterdam Rules, if compulsorily applicable to this bill of lading, or any legislation making the Hague Rules (such as COGSA, COGWA, the Hamburg Rules or the Rotterdam Rules compulsorily applicable, and in all other cases in accordance with English law making the Hague-Visby Rules compulsorily applicable to this bill of lading.

The Carrier shall be under no liability whatsoever for loss of or damage to the Goods whatsoever arising, if such loss or damage occurs prior to loading or after discharge from the vessel even though Freight for the whole Carriage has been charged by the Carrier. Notwithstanding the above, in the event that the applicable compulsory law provides the contrary, the Carrier shall have the benefit of every right, defence, limitation and liberty provided for in the Hague-Visby Rules and Hague Rules, notwithstanding that the loss or damage did not occur at sea.

The Merchant consents that the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms whatsoever including terms less favourable than the terms in this bill of lading.

(2) COMBINED TRANSPORT

The Carrier shall be liable for loss of or damage to the Goods in his custody between the Place of Receipt and the Place of Delivery as indicated on the reverse hereof according to the following provisions:

(A) In the event the place of loss or damage is unknown the Carrier shall have the benefit of every right, defence, limitation and liberty of the Hague-Visby-Rules and of the Hague Rules (or COGSA or COGWA, if this bill of lading is subject to U.S. or Canadian law respectively).

(B) Where the place of loss or damage is known:

(i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:

(a) cannot be departed from by private contract to the detriment of the Merchant, and

(b) would have applied, if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage during which the loss or damage occurred and had received as evidence thereof any applicable document which must be issued in order to make such international convention or national law applicable;

(ii) with respect to the transportation in the United States of America or in Canada to the Port of Loading or from the Port of Discharge, the responsibility of the Carrier shall be to procure transportation by carriers (one or more) and such transportation shall be subject to the inland carrier's contracts or tariff and any law compulsorily applicable. The Carrier guarantees the fulfilment of such inland carrier's obligations under their contracts and tariffs.

(iii) where neither (i) nor (ii) above apply any liability of the Carrier shall be determined by 6 (2) (A) above.

(C) In no event shall the carrier's maximum liability whatsoever or however arising exceed 2 special drawing rights as defined by the International Monetary Fund (SDR) per kilo of the gross weight of the goods lost or damaged unless a higher limitation higher limit is provided for by compulsorily applicable law.

(3) GENERAL PROVISIONS

(A) Delay

Unless expressly agreed the Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or meet any particular market or use, and the Carrier shall not be deemed to be liable for direct, indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier is found liable for delay, the Carrier's liability shall be limited to the Freight applicable to the relevant stage of the Carriage.

(B) Consequential loss and damage

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for any loss or damage whatsoever arising by liability for indirect or consequential loss or damage or loss of profit.

(C) Value of the Goods

The value of the Goods shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(D) Package or Shipping Unit Limitation

Where the Hague Rules or any legislation making them compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading do apply, the Carrier shall not be or become liable for any loss of or damage to the Goods in an amount per Package or Shipping Unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is US \$ 500 and according to COGWA is Can \$ 500. If no limitation amount is

applicable under the Hague Rules or legislation, the limitation shall be US \$ 500 per Package or Shipping Unit.

(E) Ad Valorem Declared Value

It is agreed that unless the nature and value of the Goods have been declared by the Shipper before shipment and agreed to by the Carrier and inserted on the reverse of this bill of lading and, if required by the Carrier, extra Freight has been paid, a higher compensation than that provided herein may not be claimed. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value exceeds the actual value, the Carrier shall in no event be liable to pay compensation in a amount higher than the value of the Goods as determined according to 6 (3) (C) above plus freight and insurance.

It is agreed that superficial rust, oxidation or any like condition due to moisture is not a damage, but is inherent to the nature of the Goods and acknowledged receipt of the Goods in apparent order and condition is not a representation that such rust, oxidation or the like did not exist upon receipt.

(G) Notice of Loss or Damage

The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage, has been given in writing to the Carrier or his agents at the Port of Discharge (in case of a Port-to-Port Shipment) or Place of Delivery (in case of a Combined Transport) before or at the time of removal of the Goods into the custody of the Merchant or, if the loss or damage is not apparent, within three consecutive days thereafter.

(H) Time-bar

The Carrier shall be discharged from all liability whatsoever unless suit is brought in the proper time within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any international convention or national law compulsorily applicable, the period prescribed by such convention or law shall then apply in that circumstances only.

7. MERCHANT'S RESPONSIBILITY

(1) All of the Persons coming within the definition of Merchant in clause 1 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this bill of lading.

(2) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.

(3) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imports, expenses and charges incurred or suffered by the Carrier or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(4) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(5) No Goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier. The Carrier holds the Carrier to be responsible for the loss of or damage to the Goods or their covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements if any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become a dangerous, inflammable or damaging nature the same may at any time be destroyed, disposed of abandoned, or rendered harmless without compensation to the Merchant.

(6) The Merchant shall be liable for the loss, damage, contamination or soiling, detention or demurrage before, during and after the Carriage of property including, but not limited to Containers of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above cause by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(7) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense arising therefrom from breach of the provisions of this clause 7 or from any clause in connection with the Goods for which the Carrier is not responsible.

(8) The Merchant is obliged to take delivery of the container(s) and / or the cargo out of the Carrier's container(s) at the Place of Delivery or if that place is not indicated on the reverse hereof, at the Port of Discharge.

8. CONTAINERS

(1) Containers may be stuffed by the Carrier in or on Containers and goods may be stuffed with other Goods.

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

(3) If a Container has been stuffed by or on behalf of the Merchant.

(A) The Carrier shall not be liable for loss of or damage to the Goods.

(B) The Carrier shall be liable in the manner which the Container has been stuffed.

(i) caused by the unsuitability of the Goods for carriage in containers.

(ii) caused by the unsuitability of defective condition of the Containers provided that where the Containers have been supplied or on behalf of the Carrier, this paragraph (ii) shall only apply if the unsuitability or defective condition arose.

(iii) (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed.

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

(5) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) above except for (A)(ii)(a) above.

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

(7) The Merchant is obliged to deliver, on its own account, the Carrier's container(s) carried under this bill of lading to the Carrier's nearest container depot at the place of delivery as stated on the reverse hereof or - at the Carrier's option - to any other convenient depot in an empty and clean condition within the time limits stipulated in the Carrier's applicable Tariff or in this bill of lading. In the event that the Merchant fails to comply with this obligation, the Merchant shall pay compensation for any loss or damage to the Carrier and the Carrier shall be liable for the Carrier's applicable Tariff and any additional costs and expenses which may arise as a result thereof.

9. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender or transport any Goods which require temperature control without previously giving written notice (and filing in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and the responsibility of the Carrier in respect of such Goods shall be the temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container is to be properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermometric controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

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

10. INSPECTION OF GOODS

The Carrier or any person authorised by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

11. MATTERS AFFECTING PERFORMANCE

(1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, difficulty or disadvantage of any kind (including the condition of the Goods) when so ever and however arising (whether or not the Carriage has commenced) the Carrier may (A) without notice to the Merchant abandon the Carriage of the Goods, and where reasonably possible place the Goods or any part of them, at the Merchant's disposal at any place which the Carrier may deem safe and convenient whatsoever at any place unpacked and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever, proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to stay at any place whatsoever or more often and in any order, load or unload the Goods 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 by any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; or permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-

12. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time without notice to the Merchant use any means of transport or storage whatsoever, load or carry the Goods on any vessel whether named on the front hereof or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever at any place unpacked and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever, proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to stay at any place whatsoever or more often and in any order, load or unload the Goods 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 by any person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; or permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-

docked, permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purpose whatsoever except subject to (2) above, any Goods carried in bulk or under deck shall participate in General A and such Goods (other than livestock) shall be deemed to be with him the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.

13. DECK CARGO (AND LIVESTOCK)

(1) Goods of any description whether containerised or not may be stowed on or under deck without notice to the Merchant and such stowage shall be a deviation of whatsoever nature or degree. Subject to (2) above, any Goods carried in bulk or under deck shall participate in General A and such Goods (other than livestock) shall be deemed to be with him the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading.

(2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of the Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by non-seaworthiness or negligence or any other cause whatsoever.

The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

14. NOTIFICATION AND DELIVERY

(1) Any notification in respect of claims to be notified of the arrival of the Goods is solely for the benefit of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

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

15. BOTH-TO-BLAME COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object or the owner of the charterer of, or person responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or in liability to (and any expense arising therefrom) any vessel or person in respect of any loss of, damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner, charterer of or person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or the owners or charterers.

16. ISPS CLAUSE

(1) Goods which give rise to measures imposed by a port facility or by any relevant authority under the ISPS Code, will be regarded as undeclared dangerous Goods in the sense of clause 7 (5) hereof.

(2) If measures imposed by a port facility or by any relevant authority under the ISPS Code lead to the inaccessibility of a specific discharge port, which is likely to last, in the Carrier's reasonable estimation, for more than 72 hours, the Merchant shall nominate an alternative accessible discharge port, which is served by the Carrier's regular liner service and shall pay to the Carrier adequate additional Freight for the Carriage thereto, calculated on the basis of the Carrier's Tariff. In case of failure of the Merchant to nominate an alternative discharge port within its working day after receipt of a respective request from the Carrier, the Carrier shall be entitled to discharge the Goods at any convenient port or place. In such case, the Carrier's obligations under this bill of lading are deemed fully fulfilled, and the Carrier shall be under no further or other obligations as against the Merchant and shall have no further responsibilities for the Goods thus discharged.

17. GENERAL AVERAGE

(1) The Carrier may declare General Average which shall be justifiable according to the York-Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Janus Clause as approved by BIMCO to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

(2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier against all claims by or in liability to (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

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

18. FREIGHT AND CHARGES

(1) The Merchant is obliged to pay Freight to the Carrier under the contract evidenced by this bill of lading, including but not limited to container demurrage, detention, storage expense, taxes and fines, costs of the disposal for Goods of the Merchant which is delayed for whatever reason or which the person entitled to the Goods has not taken delivery of.

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

(3) Freight shall be calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to deduct from the commercial invoice for the Goods or true copy thereof a net weight, re-weight, re-measure and re-value the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay to the Carrier the correct Freight (credit being given for the Freight already paid) and the costs incurred by the Carrier in establishing the correct particulars including but not limited to all costs relating to any subsequent repositioning of the Goods aboard the vessel or ashore.

(4) Freight shall be paid without any set-off or counterclaim, unless the claim is not in dispute or confirmed by final court decision, deduction or stay of execution before delivery of the Goods.

(5) If the contracting shipper fails to pay the Freight, the shipper is liable for payment once his name is inserted on the reverse of his bill of lading or if he has been legally bound by the contracting shipper.

(6) The shipper and the contracting shipper shall pay the Freight accrued after shipment if the consignee/receiver for whatever reason fails to pay them.

19. LIEN

The Carrier shall have a lien on Goods and on documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and from the General Average contributions to whatsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or privately treaty, without notice to the Merchant and at the Merchant's expense and without any liability to wards the Merchant.

20. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms thereof unless such waiver of variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to waive or vary.

21. VALIDITY

In the event that an thing contained herein is inconsistent with any applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but no further be null and void.

JURISDICTION AND LAW CLAUSE

a) Any dispute arising under or in connection with this bill of lading shall be governed by English Law and the courts of London shall have exclusive jurisdiction.

b) With regard to contracts of carriage concluded in France, or entered into with a French port, the court where the Carrier has his principal place of business shall be also competent in case of "APPEAL ON GUARANTEE" or "PLURALITE DE DEFENDEURS" or "CONNEXITE" and the Carrier and the Merchant may expressly derogate from articles 100, 107, 32, 331, to 333, 336 an d 337 FRENCH NOUVEAU CODE DE PROCEDURE CIVILE