Bill of Lading - Terms and Conditions

1.(a) Except as otherwise provided herein 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, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed as surreader by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions rights to minimize so an inaccase for any of its 'trapprovided herein) shall govern before loading on and after stated in said Act (except as otherwise specifically provided herein) shall govern before loading on and after discharge from the vessel and throughout the entire time the Goods are in the custody of the Carrier of this Bill of Lading is issued of delivered in a loading where there is in force a computed with Carriage of Goods by Lanng is issued or derivere in a locarity where there is in nore a computsority applicable Larnge or todoss by Sea Act, ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels, August 25, 1924. It shall be subject to the provisions of said Act, ordinance or statue and rules here to annexed. (b) The Carrier shall be entitled to full benefit of, and right to, all limitations of, or exceptions from, liability authorized by any provisions of Section 4281 to 4288, Indusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States and of any other country whose

laws shall apply. 2. In this Bill of Lading

2.1 this Bill of Lading (a) "Carrier" means the Carrier named on the face side hereof, the vessel, her owner, Master, operator, demise charterer, and if bound hereby, the time charterer, and any subsitute Carrier whether the owner, operator, charterer or Master shall be acting as carrier or bailee; (b) "Vessel" means and includes the occan vessel on which the Goods are shipped, named on the face hereof, or any subsitute vessel, also any leadership, ferry, barge, lighter or any other watercraft used by the Carrier in the performance of this contract.
(c) "Merchant" means and includes the shipper, the consignee, the receiver, the holder of this bill of lading, the "matter of the Carrier means method to due possession of the Goods on other servards or agents" of any of these

(c) interchain means and meaned meanper, the consigner, the receiver, the noted of this of and is a sub-owner of the Goods or person entitled to the possession of the Goods and the servants or agents of any of these. (d) "Charges" means and includes freight and all expenses and money obligations incurred and payable by the

Merchant (c) "Goods" means and includes the cargo received from the shipper and described on the lace side hereof and any Consiner not supplied by or on behalf of the Carrier.
(f) "Containe" means and includes any container, van, traiter, transportable tank, flat, pallet or any similar

article of transport. (g) "Person" means and includes any individual, corporation, partnership or other entity as the case may be (h) "Participating Carrier" means and shall include any other water, land or air carrier performing any st the Combined Transport.

(ii) contract and construct the combined transport. 3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, 3. It is understood and agreed that other than the said carrier no person whatsoever (including the Master, and a same construction). 3. It is understood and agreed that other than the said Carrier no person whatsoever (including the Master, officers and crew of the vessel, all servants, agents, remployees, representatives, and all servednes, terminal operators, crane operators, watchinen, carpenters, ship cleaners, surveyors and other independent contractors whatsoever) is or shall be deemed to be liable with respect to the goods as carrier, balee or otherwise howsoever, in contract or in tort. If, however, it should be adjudged that any other than said carrier is under any responsibility with respect to the Goods as carrier, bales or otherwise howsoever, incentations and concentrations of the concentations of the concentations of the source and the carrier is sately as a great and trates for an on behalt of all persons described above, all of whom shall to this extent be deemed to be a party to this contract evidenced by this Bill of Lading, it being always understood that sub beneficatives are to extitution.

by this Bill of Lading, it being always understood that said beneficiaries are not emitted to any greater or further exemptions, limitations or econerations from liability than those that the Carrier has under this Bill of Lading in any given situation.
4. Subject to all rights, privileges and limitations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by law, any liability by the respective participating carriers for loss or damage to the Goods or packages carried heremoter hall be governed by the following:
(a) If loss or damage occurs while the goods or packages are in the custody of the ocean carrier, only the crean dramage to the following:
(b) If loss or damage occurs while the Goods or packages are in the custody of a participating domestic or foreign carrier(s) shall be destermined, in respective order, by the terms, and conditions of this Bill of Lading and any law compulsorily applicable.
(b) If loss or damage occurs whylice the Goods or packages are in the custody of a participating domestic or foreign Carrier(s) shall be destermined, in respective order, by the terms, conditions and provisions of the applicable participating domestic or foreign Carrier(s) shall be observative.
(c) Norwithstanding subdivision (a) and (b) hereof, it is contemplated that the Goods or packages will from time bearier's bill(s) of Lading, whether bissued or not, utrif(s) and law comparisorita to that will include inhand transportation that will be Goods or packages are being transported form the continental United States to a foreign participating domestic or foreign Carrier's bills(s) of Lading, whether bill of Lading whether sources are being transported form the continental United States to a foreign part or place 'no board' shall mean and include on board the carrier's participating domestic or foreign Carrier's bills(s) of Lading, whether be coards and the cose of Amrier os participating Carrie's breasel).
(d)

responsibility as Carrier for such domestice of roreign transportation. (g) Notice of loss or damage and claim against the ocean Carrier, where applicable, shall be given to the ocean Carrier, and suit commenced as provided for in Clauses 30 and 31 hereof. Notice of loss or damage against the participating domestic or foreign Carrier(s), where applicable, shall be filed with the participating domestic or foreign Carrier(s) and suit commenced as provided for the terms conditions and provisions of said Carrier(s) Bill(s) of lading or by law applicable thereto. It is understood by the Merchant that such terms, conditions and provisions, as they pertain to the notice of, and claim for, loss or damage and commencement of suit, contain different requirements than those requirements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.

5 The goods carried hereunder are subject to all terms and provisions of the Carrier's applicable Tariff or Tariffs 5. The goods carried hereunder are subject to all terms and provisions of the Carrier's applicable Tariff to Tariffs on file with the Federal Maritime Commission, Interartus Commerce Commission or any other regulatory body which governs a particular portion of this carriage, and the terms and provisions of the sail Tariff or Tariffs are beerly incorporated herein a part of the Terms and Conditions of this Bill of Lading. Copies of the relevant of London to the sail Tariff or Tariffs are been so the sail to a startine. In the event of any conditions of this Bill of Lading. Copies of the relevant of London the data startine Commission and the context of the sail Tariffs or Tariffs are obtainable from the Carrier, Federal Maritime Commission, Intervate Commerce Commission or other regulatory body upon request. In the event of any conditic between the terms and provisions of such Tariff or Tariffs and the Terms and Conditions of this Bill of Lading, child Bill of Lading, child

lading shall prevail. 6. The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of the preson owning or entitled to the possession of the Good and this Bill of Lading. 7.(a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage, loading, unionding, sorting, warehouse, handling, and any and all duties whatsoever undertaken by the Carrier in relation

to the Goods

to the coords. (b) As to through transportation, the carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to contract any mode of land, sea or air transportation and to arrange participating by other Carriers to accomplish the combined transport from place of receipt to place of delivery. Whenever any stage of the combined transport is accomplished by any land or air Carrier or any other water Carrier, each such stage shall be controlled according to any law compulsorily applicable to such stage and according to the contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth berein

contracts, rules and tariffs of each participating Carrier, the same as if such contracts, rules and tariffs were fully set forth herica. 8. The Carrier shall be entitled but under no obligation to open any Container at any time and to inspect the contents unles applicable but problishis same. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or its contents or any part thereof. the Carrier may abandon the transportation thereof and/or take any messures and/or incur any reasonable additional expense to tary or to continue the Carringe or to store the same ashore or afolding. The Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. 9. Carrier may containerize any Goods or packages. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all proposes to be stowed under deck or including for General Avenge and U.S. Carriage of Goods by Sea Act, 1936 and similar legislation.

so stowed shall be deemed for all purposes to be stowed under deck. Including for General Average and U.S. Carriage of Goods by Sao Act, 1954 and similar legislation. 10. Deck cargo (except goods carried in contains on duck) and live animals and received and carried oildy at Merchank rs its, funduding actioner to mornihity of animals) and the Carrier shall not in any even the halbe for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub Section 2 (a) to (p), inclusive, of the lunied States. Carriage of Goods by Sec Act or from any other cause whatsever no due to the fault of the Carrier, any warnaty of seavorthiness in the premises being hereby waived, and the barrier of proving liability being in all respects upon the Merchant. Except as provided above, such shipments shall be deemed Goods and shall be subject to all terms and provisions of this Bill of Lading relating to Goods. 11. Special containers with heating or refigration unit will not be funished unless contracted for expressly in writing at time of booking and, when furnished, may email an increased fright rate or charge. Shipper shall advise Carrier of besized temperature within a reasonable range while the containers are in its outsody or control. The Carrier does on, however, accessed any cataponalishility for the functioning of heated or refrigurated container not owned or leased by Carrier.

hazardous cargo, and suit armed or unarmed, and with or without convoy. The Carrier's suing schedules are subject to change without notice both as to the suiling date and the date of arrival. If this is a Through Bill of Lading, no Carrier is bound to transport the shipment by any particular train, truck, aircraft, vessel or other means of conveyance, or in time for any particular market or otherwise. No Carrier shall be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier.

13. If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay difficulty, or disadvantage of whatsoever kind which cannot be avoided by the exercise 13. If at any time the performance or the contract evidenced by this Bitl of Lading is or is inkey to be arreceted by any hindrance. Fixed, delay difficulty, or disadvantage of whatsover kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchaut treat the performance or this contract as terminated and place the Good or any part of them at the end-field and the performance of this contract as therminated and place the Good or any part of them at the field and the performance of this contract as the miniated and place the Good or any part of them at the field and the performance of the p Interchant team are personantee to uns contact as terminated and parce the tool of any part of ment at the Merchant's disposal at any place or port which the Carferr may deem site and convention, whereapon the responsibility of the Carner in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and chrages on Goods received for transportation and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

14. If the Carrier makes a special agreement, whether by stamp hereon or otherwise, to deliver the Good at a specified dock or place, it is mutually agreed that such agreement shall be construed to mean that the carrier is to make such delivery only if, in the sole judgement of the Carrier, the vessel can get to, be at, and leave said dock or place, always stelly afloat, and only if such dock or place is available for immediate stelly of the Goods and that otherwise the Goods shall be discharge as otherwise provided in this Bill of lading, whereupon all ressonsibility of Carrier shall cessar. responsibility of Carrier shall cease

15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the vessel and the Carrier, without giving notice either of arrival or discharge, may, immediately upon arrival of the vessel at the designated desituation, discharge the dood continuously. Studys and holdisys included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be.

of the port may be. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf, craft or other loading or discharging place.

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 expiration of the next working day after the Goods are at his disposibilit, the Goods may, at Carrier's option and subject to Carrier's line, he sent to store or warehouse or be permitted to lie where landed, but always at the expense and risk of the CGoods. The responsibilities of the Carrier in any capacity shall allogether cascas and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the easily of Customs or other raduoticity of the darier in any capacity shall allogether cascas and explosity. The Carrier shall not be required to give any notification of disposition of the Goods, shall be required to give any notification of disposition of the Goods, shall be required to give any notification of disposition of the Goods, shall be required to give any notification of disposition of the Goods, the required to give any notification of disposition of the Goods, and the fourth of the disposition of the Goods, the required to give any notification of disposition of the Goods, the required to give any notification of disposition of the Goods, the required to give any notification of disposition of the Goods, the required to give any notification of disposition of the Goods, the fourth of the disposition of the Goods, the disposition of the Goods and the required to give any notification of disposition of the Goods, except as may be otherwise provided in this Bill of Lading. Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight

16. At ports or places where by local law, authorities, or custom, the Carrier is required to discharge cargo to lighters or other craft, or where is has been so agreed, or where wharves are not available which the ship can get to, lo it, et, or leave, always safely alknot, or where conditions prevailing at the time render discharge at a what dangerous, imprudent, or likely to delay the vessel, the Merchant shall promptly furnish lighters or other craft to take delivery alongide the ship, at the risk and expense of the Goods. The Merchant fails to provide such lighters or other craft, Carrier, acting solely as agent for the Merchant, may engage such lighters or other craft at the risk and expense of the Goods. Discharge of the Goods into such lighters or other craft and loonstitute proper delivery, and any further responsibility of Carrier with respect to the goods shall thereupon terminate.

17. The Carrier shall have liberty to comply with any order or directions or recommendations in connection with the transport under this contract of carriage given by any Government or Authority or anyone acting or purporting to act on behalf of such Government or Authority, or having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations shall be deemed a hiffluent of the Goods in accordance with the said order or directions or recommendations shall be deemed a fulfillent of the contract. Any extra expense insurred in connection with the exercise of the Carrier's liberty under this clause shall be paid by the Merchant in addition to freight and charges.

18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or places(s) at which the vessel or participating carrier swill not call, the Carrier may, without notice, forward the whole or any part of the shipment, before or a farl conding at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or destination of the Goods by water, by land or by air or by any combination thereof, whether operated by the Carrier or whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the shipment. The Carrier any delay forwarding avaining a vessel or convegence in its como service or with which it has established connections in all cases where the shipment is delivered to another Carrier or to all lighter. For authority, warehouseman or other huide for transchipment, the lishibly of bits Carrier shall absolutely cesse when the Goods are cut of its exclusive possession and the rapportations; and this Carrier and all transchipment or forwarding shall be subject tot all the terms whatsoever in the regular form of bit of lange. The subsciprent the the flow of a shall be without any other responsibility whatsoever. The carrier go and bit of alm genes to fit of alm genes of the discrete or the shall be without any other responsibility whatsoever. The tarries goal all transchipment not contract or other shipping document used at the time by the Carrier performing such transchipment of forwarding availage. 18. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or

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20. Notwithstanding the foregoing, the Carrier shall neither be liable therefor, nor concluded as to the correctness of any such marks, descriptions or representations. When any cargo unit owned or leased by Carrier is packed or loaded by shipper or its agent, or discharged by consignee or its agent, shipper, consignee, receiver, holder of this Bill of Lading, owners of the Goods and person entitled to the possession of the Goods shall be and remain liable, jointly and severally, for any loss or damages or loss of any set of the share of the entitled to the possession of the Goods shall be and remain liable, jointly and severally, for any loss or damage to the cargo until during such loading or discharge, howsever occurring until the cargo unit is the currunt to Carrier's custody and, at unfif rates, for any delay beyond the time allowed for such loading or discharge and for any loss, damage or expense incurred by Carrier's as result of the failure to return the cargo unit is the Carrier in the same, sound condition and state of cleanliness as when received by shipper. Such loss, damage, expense or delay shall constitute a line on the Goods. Where a cargo unit is to be unpacked or unloaded by consignee or its agent, consignee or its agent shall promptly unpack or unload such cargo unit and take delivery of its contents, irrespective of whether the Goods are damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking

damaged or not. Carrier shall not be liable for loss or damage caused to the Goods by or during such unpacking or unloading. 21. When containers, vans, trailer, transportable tanks, flats, palletized units, and all other packages (all hereinalter referred to generically as "cargo units") are not packed or loaded by Carrier, such cargo units shall be deemed shipped as shipper's weight, load and count. "Carrier has no resound he mass of checking the quantity, weight, condition or existence of the contents thereof, does not represent the quantity, weight and condition or existence of such coments, as furnished by the shipper and instered in this BUI of Lading, to be accurate and shall not be liable for nonreceipt or misdescription of such contents. Carrier shall have no securing and/or stowage of contents of such cargo units, or for loss or damage caused thereby or resulting therefrom, for the physical suitability or structural adequacy of such cargo units properly to contain their contents. The Merchant whether principal or gant, by packing roloding the cargo unit and/or allowing the cargo unit or loss and skelp packed in their respective cargo units, that such cargo units are physically stubles, sound and structurally adequate properly to contain and support the Goods during handling and on the transport and that the vascertained and fully disclosed in writing to the Carrier and all patricipating Carrier on or prior to shipment, any condition, ingredient or characteristic of the Goods which might indicates that they are inflammable, explosive, cornosive, radioactive, noxious, hazardous or dangerous in nature or which might cause damage, injury or detirming to the Goods, or to the vessel, conveyance or other cargo or properly or persons and that they have complication, ingredient or characteristic of the Goods which might indicate and and here pacing to the solution of all weight to be possession of the Goods, or to the vessel, conveyance or other cargo tor properly or persons and that they have complice in distr

the Carrier or unseaworthiness

22. The Merchant and the Goods themselves shall be liable for and shall indemnify the Carrier, and the Carrier shall have a lien on the Goods for all expenses of mending, repairing, fumigating, repacking, coopering, baling, reconditioning of the Goods are gathering of loose contents of packages, also for expenses for repairing containers damaged while in the possession of the Merchant for demurge on containers and any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, vessel to converting the Goods, however caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof,

seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering, or addressing of containers, packages or description of the contents, failure of the Merchant to procure consular. Board of Health or other certificates to accompany the Goods or to comply with the laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

In a shall survive delivery and may be enforced by private or public sale and without notice. 23. Freight shall be payable, at Carrier's option, on actual gross intake weight or measurement or on a value or other basis. Freight may be calculated on the basis of the particulars of the Goods furnished by the shipper herein, but the Carrier may, as previously stated herein, at any time open the packages or containers and examine, weight, measure and value the Goods (united specification) Brechant and the Goods shall be liable for any expense incurred for examining, weighting, measure and value the Good functional and value charges (united by any charge of the state of th

place of delivery. The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight charges and the The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight charges and the amount due to the Carrier, and for any failure of either or both to perform his or their obligations under the provisions of this Bill of Lading, and they shall indemnity the Carrier against, and hold it harmless from all liability, loss, damage and expense which the Carrier may sustain or incur arising or resulting from any such failure of performance by the Merchant. Any person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall be considered the exclusive agent of the Merchant for all purposes and any poment of freight to such person, firm or corporation thall no be considered a default by the Merchant in the payment on the freight to the Carrier shall be considered a default by the Merchant in the payment of the freight to the Carrier shall avia difficient charges and damayes of any which what were and for the cores, the advect which shall survive delivery. for all freight charges and damayes of any which what sovers and for the cores for covering sum is including expense.

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24. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost Goods or repairing damaged Goods.

25. The weight or quantity of any bulk cargo inserted in this Bill of Lading is the weight or quantity as ascertained by a third party other than the Carrier and Carrier makes no representation with regard to the accuracy thereof. This Bill of Lading shall not be deemed evidence against the Carrier of receipt of goods of the weight or quantity so inserted in the Bill of Lading.

26. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on a rafter discharge from the ship, by person or by means of any fire whatsver, unless such fire shall be caused by its design or neglect, or by its actual fault or privily. In any case where this exemption is not permitted by live. Carrier shall not be liable for loss or damage by fire unless shown to have been caused by Carrier's negligence.

27. If the vessel comes into collision with another vessel as a result of the fault or negligence of the other vessel and any act, neglect or default of the Carrier, Master, mariner, pilot or the servants of the Carrier in the maxipation or in the management of the vessel, the Merchant will indemnity the Carrier against all loss or liability to for or non-carrying vessel or her owners insofar as such loss or liability or the servary in sector of the Merchant will be other or non-carrying vessel or the rowners indo repartle by the other or non-carrying vessel or the rowners as part of their sector of the Merchant and set off, recourged or recovered by the other or non-carrying vessel or her owners as part of their sector the provide the protection.

statismant and server, recorpted or fectorizet any net state or non-entrying vesses or net owned as part or nen chain against the earrying vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to the colliding vessels or objects are at fault in respect of a collision, contact, iding or other accident. provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States

28. General Average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XII thereof, at such port or place as may be selected by the Carrier and as to matters not provided for by these Rules,

B4. General Average shall be adjusted, stated and setted according to York Antworp Rules 1074, except Rule XI berrof, at us dup tor of place a may be selected by the Carrier and as to matters not provided for by these Rules, seconding to the laws and stage's of New York. The particular distribution of the distribution distrib

29. In case of any loss or dumper to or in connection with Goods exceeding in actual value the equivalent of \$500 km and \$5

30. As to loss or damage to the Goods or packages occurring or pressumed to have occurred during ocean voyage, unless notice of loss of or damage and the general nature of it be given in writing to the Carrier or its agent at the port of delivery before or at the time of the removal of the Good or packages into the custody of the persons entitled to delivery thereof under this Bill of Lading or, if the loss or damage hero tappenent, within three consecutive days after delivery at the port of distarys data. But prima facie evidence of the delivery by the Carrier of the goods or packages as described in this Bill of Lading.

N. As to loss or damage to the Goods or package occurring or presumed to have occurred during ocean carriage, the Carrier and the vessel shall be discharged from all liability in respect of 10 cs, damage, misdelivery, delay or in segrect of any other breach of this contract and any claim whatsoever with respect to the Goods or package, and the discussion of the discussion of the date when the Goods or ackage should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been bained over the vessel by service of process of ty an agreement to appear.

22. Gold, sitver, specie, builton or other valuables, including those named or described in Sec. 4281 of the Revised Statates of the United States, will not be received by the Carrier unless their true character and value are disclosed to the Carrier and about a special written agreement therefor has been made in advance, and will not, in any case, be loaded or landed by the Carrier. No such valuables shalt be considered received by or delivered to the Carrier unit brought aboard the ship by the shipper and put in the actual possession of and a written receipt therefor is given by the Master or other officer in charge. Such valuables will only be delivered by the Carrier aboard the ship on presentation of bills of lading properly endorsed and upon such delivery on board the Carrier's not so taken promptly after the ship's arrival at the poor of discharge, the goods may be retained aboard or landed or carried on, solely at the risk and expense of the goods.

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

34. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or exemption from, or limitation of, liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States at the merchant agrees that any suits against the Carrier shall be brought in the Federal Courts of the United States. The terms of this Bill of Lading shall be sepanhele, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. +++