## SOLL INTERNATIONAL INC.

- (a) Except as otherwise provided herein, this Bill of Lading shall have effect subject to the provisions of the Carriv America, approved April 16, 1936, which shall be deemed a surrender by the Carrier of any of its rights or immu-A uniform, upproved upon to 1, 1700, which is tall be deemed a Surenoer by the Carrier of any of its rights of immunities or an increase of any offits in California (and its Act its provisions stated in said Act (lexpect as of therwise specifically provided herein shall govern before) and or form the vessel and throughout the entire time the Goods are in the custody of the Carrier. If this Bill of Lading is saude or delivered in a locality force a computativity applicable Carriage of Goods by Sea Act. Circtinance or Statute of a nature similar to the International remembers of the Carrier. The Bills of Lading dated at Brussels, August 25, 1924, it shall be subject to the provisions of said Act. Ordinance or Statute or anomaly. in shall govern before loading on and after discharge
  - can newed.

    (b) The Carrier shall be entitled to the full benefit of, and right to all limitations of, or exceptions from, liability authorized by any provisions of Sections 4281 to 4288, inclusive, of the Revised Statutes of the United States and amendments thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.
- 2. In this Bill of Lading:

- Is Bill of Lading:

  "Carrier means and includes:

  Carrier named an the lace side hereof, the vessel, her owner. Master, operator, demise charters, and if bound hereby, the firme charterer and any substitute

  Carrier named on the lace side hereof, the vessel, her owner. Master shall be acting as carrier or balles.

  "Vessel" means and includes the accent vessel on which the Goods are shipped, named on the face hereof, or any substitute vessel, also any feedership, ferry, barge, lighter or ny other wetercraft used by the Carrier in the performance of this continence of the continence of the sometime of the performance of the continence of the continen
- Carier; Container' means and includes any container, van, Italier, Itansportable tank, Ital, pollet or any similar article of transport; Pessor' means and includes an individual, cosposation, patriespip or other entity as the case may by be. Patricipating Cariet' means and stall include any other water, land or air cariet performing any stage of the combined Transport.
- It is understood and agreed that other than the said Carrier, no person whatsoever (including the Master, officers and crew of the vesse), all servants, agents undestood and agreed that other than the said Carrier, no person whatsoever (including the Master, officers and crew of the vessels, all servants, ager employees representatives, and all stevedors is reminal operations, come operators, watchmen carperties, ship elements, surveyors and other independe contractors whatsoever is no critical independe contractors whatsoever in control and independent or a found to endudged that any other than said curriers to under only responsibility with respect to the goods, all introllators of and expenditions from liability provide the control of the said to the said that the said t

- or exonerations from liability than those that the Carrierhas under this Bill of Lading in any given situation.

  Subject to all rights, privileges and irritations of and exonerations from liability granted to the ocean carrier under this Bill of Lading or by law, any liability by the respective portification of the Situation of
- carriage.
  In making any arrangements for fransportation by participating domestic or foreign Carries of the Goods or packages carried hereunder, either before or ofter ocean carriage. It is undestrood and agreed that the ocean Carrier acts solely as agent of the Merchant, without any other responsibility hydrosceptably with the control of reliance of the proportation.

  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 pacificating adomestic of foreign Carrieris, where applicable, shall be filled with the predictoring domestic or foreign Carrieris and suit commenced as provided for in the ferms, conditions and provisions of said Carrieris Bill of Loding or by law applicable thereto. It is undestood by the Merchant that such terms, conditions and provisions, as they petinion to notice of, and in focilism focilism focilisms and accommended and commencement of suit, contain different requirements than those requirements pertaining to ocean Carriage as contained in Clauses 30 and 31 hereof.
- The goods carried hereunder are subject to all the terms and provisions of the Carrier's applicable Tariff or Tariffs on fle with the Federal Maritime Commission or not other regulatory body which governs a particular portion of this carriege, and the terms and provisions of the said Tariff or Institute or the regulatory body which governs a particular portion of this Carrier, but the terms and Carrier Tariffs are hereby incorporated herein as part of the Ferms and Carrier for the State of the selection provisions of the applicates the Tariffs to affect a collaboration for the Carrier Federal Maritime Commission, intestate Commerce Commission or other regulatory body upon request in the event of any conflict between the terms and provisions of such Tariff or affect and Carrier and Carrier of this Bill of Lading Intelligence (and provisions).
- 6. The Merchant warrants that in agreeing to the Terms and Conditions hereof, he is, or has the authority of, the person owing and entitled to the possession of the Goods and this Bill of Loding.
- 7. (a) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all utiliss wholsoever undertoken by the Carrier in relation to the Goods.
  (b) As to through transportation, the Carrier undertakes to procue such services as necessary and shall have the right at tits sole discretion to select any mode of land, sea or or it transport and to arrange participation by other Carriers to accomplish the combined transport and to arrange the combined transport as accomplished by any thand or air Carrier or any other worther Carrier, such such stope shall be controlled according to any law computatively applicable to such stage and according to the controlled controlled according to any law computative participating Carrier, the same as if such controlled, rules and failths of each participating Carrier, the same as if such controlled.
- The Carrier shall be entitled but under no obligation to open any Container of any time and to inspect the contents unless applicable but prohibits arms. It is thereupon appears that the contents or any out there of control stayled no properly be contact or contest of the entitle of all of unit horizing any notability and properly be contact or contest of the entitle of all of unit her ordinary and only intended in the Carrier representation to the Car
- 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 purposes to be stowed under deck, including for General Average and U.S. Carriage of Goods by Sea Act, 1936 and similar legislation.
- 10. Deck cargo (except, goods carried in containers on deck) and live animals are received and carried solely at Merchanit's risk (including accident or mortality of animals), and the Carrier shall not in any event be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section
- 11. Special containers with heating or refrigeration units will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail an increased freight rate or charge. Shipper shall advise Carrier of desired temperature range when delivering Goods to Carrier and Carrier shall exercise due diligence to maintain the temperature writin a reasonable range while the containers are in its custody or control. The Carrier does not, however, accept any responsibility for the functioning of heated or refrigerated containers not owned or leased by Carrier.
- The scope of the voyage herein contracted for shall include usual or authornary or advertised port of call whether named in this contract or not, disc ports in or out of the advertised, geographical or usual route or advertised, even though in proceeding thereto the vessel may sail beyond the of discharge named herein or in a direction contrary thereto, or return to the original port or deport from the direct or customary voule and includes all canads, stratts, and other waters. The vessel may coll of any port of the purpose of the current, prior or subsequent voyages. The vessel may omit calling at any port whether because of the current, prior or subsequent voyages. The vessel may omit calling at any port whether scheduled or not, and may call at the same port more than once, may discharge the goods during the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the agree or before or after proceeding to works the port of discharge, adults or appeals, subject or or without program or board, stop for repairs, shift betths, make trial this core tests, take fuel or stores, remain in part, lee on bottom, aground or 1 an achor, sall with or without pages or bowed, and save or afterned to sove life or properly, and all of the loreging are included in the contract voyage. The series may carry contractional, explosives, munitions, wallies stores, brazadous cargo, and sail armed or unamed, and with or without acromy. The Carrier's salling schedules are subject to change without notice, both as to the sailing date and date of artist. It this is all Twough libil Lading, no Carrier's bound to intersport the shipmart yory profulcular train, fuck, clicraft, vessel or other means of conveyance or in time for any particular market or otherwise. No Carrier's ball be liable for delay and any Carrier shall have the right to forward the goods by substitute Carrier.
- 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 whatosever kind which cannot be avoided by the exercise or reasonable endeavors, the Carrier (whether or not the transport is commenced) may without notice to the Merchant lead the efformance of this cointract is terminated and place the Goods or any part of them of the Merchant's algosized at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in expect of such Scoods shall cease. The Carrier shall nevertheless be entitled to full flegiff and changes on Goods are coeleved for transportation and the Merchant shall pay any additinate of acids changes on Goods and delivery and stranged stand place.
- 14. If the Carrier moties a special agreement, whether by stamp hereon or otherwise, to deliver the Goods 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 sale judgment of the Carrier, the vessel can get to led, and leave said dock or place is available for immedate receipt of the Goods and that otherwise the Goods shall be discharged as otherwise provided in this Bill of Lading, whereupon all 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 or the vessel and the Carrier, without giving notice either of arrival or discharge, may immediately upon arrival of the vessel at the designated destination, discharge the goods continuously. Sundays and holdings included, at all such house by day or by right as the Carrier may determine no matter what the safet of the westellner or custion of the may be. The Carrier shall not be facilities and upon the control of the first of the control of the first or refrigeration or special cooling facilities shall not be furnished during loading or any part of the time that the Goods are upon the what, craft or other loading or discharging place, Landing and delivery charges and pier dues shall be at the expense 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 disposal, the Goods may are sent to store or workehouse or be permitted to be where landed, but delivered and of their order in the proposal order of the carrier in any capacity shall altogether cease and the Goods shall be considered to be delivered and of their own risk and expense in every respect when taken into the custody of Customs or other Authorities or into that of any numicipal or governmental concessionaire or depository. The Carrier shall not be required to give any notification of disposition of the Goods except as may be otherwise provided in this Bill of Lading.
- Act ports or places where, by local low, authorities, or austom, the Carrier is required to discharge cargo to lighter or other cart, or where it has been so agreed, or where wharves are not available which the ship can get to, lie of, or leave, always safely affoot, or where conditions prevailing at the time render discharge at a whart during country and the first or early always to the card or the conditions prevailing at the time render discharge or whart during conditions and the conditions prevailing at the time render discharge or what are conditions and the conditions are conditions are conditions and the conditions are conditions are conditions are conditions and the conditions are conditions.
- 17. The Cattier 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 having, under the terms of the mortgage or insurance on the vessel or other transport, the right to give such orders, directions or recommendations Discharge or delivery of the Goods in accordance with the said arder or directions or recommendations recommendations or the commence on the vessel or other transport, the right to give such orders, directions or recommendations bischarge or delivery of the Goods in accordance with the said arder or directions or recommendations shall be deemed at fulfillment of the control. Any exita expense incurred 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,
- Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the vessel or participating carries will not call, the Carrier may, without notice, forward the whole or any port of the shipment, before or after loading at the original port of shipment, or any other place or places even though outside the secope of the vayage or the route to to rebyand the of discharge or the destination the Goods cope of the vayage or the route to to rebyand the of discharge or the destination in the Goods are of the shipment. The discharge or the destination is the shipment of the origination is destinated by the Carrier or discharge or the destination is destinated by the Carrier or the the shipment. The discharge or the destination is destinated by the Carrier or the destination is destinated by the Carrier or to alighter. Part Authority, wared-outsement or other destination is destinated by the Carrier or the destination is destinated by the Carrier or the destination of the

- In any situation whetsever and wheresever and whether existing or anticipated before commencement of a during the combined transport, which in the judgment of the Cartier of the Master is likely to give rise to risk of capture, secture, determine, budgment of the Cartier of the Master is likely to give rise to risk of capture, secture, determine, and the cartier of the Master is likely to give rise to risk of capture, secture, determine, the poods or commence or proceed on an continue the transport or to enter or discharge the opcods or discharges and the port of discharges or the discharges or the port of discharges or the port of discharges or the discharges or the port of discharges or the discharges or the discharges or the port of discharges or the discharges o
- Notwithstanding the foregoing, the Carrier shall neither be liable therefor, nor concluded as to, the correctness of any such maris, descriptions or representations, When any cargo unit owned or leased by Carrier's pocked or loaded by shipper or is agent, of tighting day consignee or its agent, shipper, consignee, receiver, holder of this fill of lading, owners of the Goods and person entitled to the possession of the Goods and ble and remain falls partly land yet of change of the cargo unit during such loading or discharge, howsoever occurring, until the cargo unit is returned to Carrier's custody and, at fairl' frates, for any delay beyond the time collowed for such loading or discharge, end for any loss, damage or expense incurred by Carrier as a result follure to return the cargo unit to the Carrier in the same sound condition and state of cleanliness as when received by shipper. Such loss, damage expense or delay shall constitute lien on the Goods. Where a cargo unit is to be unaccessed or unloaded by consignee or its agent to shall promptly unproduced or unloaded and cargo unit and totic 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 or unloading.
- unpacking or unloading.

  When containers, was, italiers, itansportable tanks, flats, pollatized units, and all other packages (all hereinafter referred to genetically as 'cargo units') are not package of loaded by Carriers, such cargo units hall be deemed shipped as 'Shipper's weight, load and count' 'Carrier' has no reasonable means of checking the quantity, weight, condition or existence of the contents hereaf, does not represent the quantity, weight, condition or existence of the contents hereaf, does not represent the quantity, weight, condition or existence of such contents, as furnished by the shipper can intented in the sill or Lading, to excurse and shall not be ficial for nonecepit or micedescription of such contents. Carrier shall have no responsibility or loadility or loadility what the sill or Lading, to excurse and shall not be ficial for nonecepit or micedescription of such contents. Carrier shall have no responsibility or loadility or loadility what the contents is the Merchant whether principal or agent. By obtaining the congo unit onder by placed autibility or shall underly according to the contents. The Merchant whether principal or agent, by obtaining a force of the package autibility or shall be accorded and shall be added and the contents are shall be accorded and shall be accorded to the cargo units and their contents, and the weight of each sold cargo in a report and shall be accorded and shall be accorded and shall be accorded to the cargo units and their contents, and the weight of each sold cargo in a report and shall be accorded and shall be accorded and shall be accorded to the cargo units and their contents, and the weight of each sold cargo in a report and shall be accorded and shall be accorded and shall be accorded to the cargo or to properly
- The Merichant 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, repaining, furnigating, repacking, coopering, baling reconditioning of the Goods and gathering of contents of packages, also for expenses for repaining containers damaged while in the possession of the Merichant for denurance on a containers and any payment, expenses, line, alues, alter impost, lass admanged or detention sustained or incurred by or flexed upon the Carrier, vessel or conveyance in connection with the goods, howsever caused, including any action or requirement of any powernment or governmental authority or person purporting to act under the authority thereof, selezie under legal packes or afterapted selezie. Inconect of insufficient marking, numbering or addicesting of containers, packages or description of the contents, failure of the Merchant to procure consults, Soard of Health or other certificates to accompany the Goods or to comply with laws or regulations or any find imposed with respect to the Goods by the authorities of any port or place or any act or amission of the Merchant. The Carrier's len shall survive delivery and may be enforced by private or public sale and without notice.
- or any act or amission of the Merchant. The Carrier's len shall survive delivery and may be enforced by private or public sale and without notice.

  3. Freight shall be payable, at Carrier's option, on actual gross intole weight or measurement or on a value or other basis Freight may be accludated on in the basis of the particular 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 (unless applicable law printibits same). In case shippers's porticulars are found to be enrolesus and additional freight polysole), the Merchant and the Goods shall be labled for any expense incurred for examining, weighing, measuring and valuing the goods. Full freight shall be paid on damaged or unsound goods, full freight hereunder to place of delivery named herein and advance charges (including on-Considered considered expense), the Merchant shall be patient and expense in the Carrier's shall be considered and expense of the Goods, whether expense in the control of the control of the control of the control of the Carrier's shall be a certain and any other payments made and facility between the Goods, whether actually pad or not, and to receive and etian them insected the prepared and any other payments made and facility to the carrier's expense of the Goods. All the properties of the Goods and the properties of the Goods and the properties of the Goods. All the properties of the Goods and the properties of the Goods. All the properties of the Goods and the properties of the Goods and the properties of the Goods. All the properties of the Goods and the Goods and the Carrier's opinion, in the currency of the place of delivery. The Merchant shall be jointly and severally labeled to the Carrier's opinion, in the currency of the place of delivery. The Merchant shall be jointly and severally labeled to the Carrier of the properties of the Carrier's opinion, in the currency of the place of delivery. The
- 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 lable to answer for or make good anyloss or damage to the goods occurring at any time and seven thought before localing on or after discharge form the ship, by reason or by means of any line whatsoever, unless such fire shall be cause by its design or neglect, or by its actual fault or privity, in any case where this exemption is not permitted by law. Carrier shall not be liable or 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 novalgoin or in the management of the vessel, the Merchant will indemnity the Carrier against all lass or lability to the other or non-coming vessel or the rowners insofar as such lass or liability represents tos, of or damage, to a range fail or whatsoever of the Merchant paid as possels by the other or non-coming vessel or the rowners to the Merchant radia else. Of the converse of the Merchant paid as else, the recovered by the other or non-coming vessel or the rowners to the Merchant radia else. Of the recovered by the other or non-coming vessel or carrier, the foreigning provisions shall also apply where the owners, operations or no addition to, the colding vessels at collection are a fault in respect of a collision, contact, shanding, or other accident, this provision is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America.
- General average shall be adjusted, stated and settled according to York-Ahrwar Rules 1974, except rule XII hereof or lack port or place as may be selected by the Carrier and as to matters not provided for by these Rules, according to the lacks and usages of New York, in such adulatment, discussments in foreign currencies shall convented to the rule prevailing on the last day of takes and usages of New York. In such adulatment, discussments in foreign currencies shall convented at the rate prevailing on the last day of takeshape at the port or place of find dischape of such damaged coups from the shalp. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such case deposit as the Carrier of the agents may deem stifficient as additional security for the contribution of the goods and for our solvage and special charges the shall. If required, be made by the Goods, shippers, consignees or ownest of the goods to the Carrier be goods and for our solvage and supplied to the contribution of the goods and for our solvage and supplied and shall be good and the contribution of the goods and for our solvage and supplied and shall be good and the contribution of the goods. Both and the goods and for our solvage and supplied and shall be good and the good and 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
- 29. In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of Goods not shipped in packages, per shipping unit, the value of the Goods shall be determed to be \$500 per package or per shipping unit. The Carner's liability, if any, shall be determined on the basis of a value or \$500 per package or per shipping unit or pror ratio in acse of particles or damage, unless the nature of the Goods and a valuation higher than \$500 per package or package or per shipping unit shall have been declared by the shipper before shipment and inserted in this Bill of Lading, and exist height package or package or package or package or package or per shipping unit shall have been declared by the shipper before shipment and inserted in this Bill of Lading, and exist height package in the shipper of the shipper or per shipping unit shipper o
- As to loss or damage to the Goods or packages occurring or presumed to have occurred during accen 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 Goods or packages into the custody of the person entitled to delivery thereof under this Bill of Lading or if the loss or damage be not appeared, within three consorted days after delivery at the port of discharge, such removal shall be prima facile evidence of the delivery by the Carrier of the Goods or packages as described in this Bill of Lading.
- As to loss or damage to the Goods or package occurring or presumed to have occurred during acean carriage, the Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery, delay or in respect of any other breach of this contract and any obirm whatsoever with respect to the Goods or packages, unless will be bruight within one year after a delivery of the Goods or package or the date when the Goods or package should have been delivered. Suffer shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear.
- . Gold, silver, specie, bullion or other valuables, including those named or described in Sec., 4281 of the Revised Statutes of the Unite States, will not be Gold, sliver, specie, bullion for other valuables, including floses on armod or described in Sec. 4281 of agreement Revised Statutes of the births States, will not be received by Conference in Revised Statutes of the births States, will not be received by Conference in Revised Statutes of the births States, will not be received by Conference in Revised Statutes of the States of States and States and States and States and States and States and States of States and States
- 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 cago, and acknowledgement of receipt of the Goods in apparent good order and condition is not a 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 and the Merichart 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 separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforce ability of any other part or term hereof.