BILL OF LADING CONTRACT TERMS AND CONDITIONS

1. DEFINITIONS

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Tarriage\* means the transportation of the Goods under this Bill of Lading from a Place of Receipt or Port of Discharge or to a Place of Delivery, and all services, undertakings, and procedures that care related to the transportation, security, and handling of the Goods. The performs or arranges that are related to the transportation, security, and handling of the Goods. The performs or arranges that are related to the transportation, security, and handling of the Goods. The performs or arranges that are related to the transportation, security, and handling of the Goods. The performs or arranges that are related to the transportation, security, and handling of the Goods. The performs of the Coods of the Coods of the Performs of the Perf onveyance, to other cargo or property, or to any Person.

CARRIER'S TARIFF

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2. CARRIER'S TARIFF carrier's applicable tariff or tariffs are incorporated into these Bill of Lading Contract Terms and Conditions. Upon request, Carrier shall provide copies of or online access to the applicable tariffs, or where applicable, through the government body with which the tariffs may be on file. In case of any inconsistency between these Bill of Lading Contract Terms and Conditions and any applicable tariff, the former shall prevail.
3. AGREEMENT TO TERMS AND CONDITIONS

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Merchant understands and agrees that by tendering the Goods to Carrier for Carriage, Merchant accepts this Bill of Lading and agrees to be bound by these Bill of Lading Contract Terms and Conditions as well as those on the front page, whether written, typed, stamped, or printed, as fully as if signed by Merchant, notwithstanding any local custom or privilege to the contrary. Merchant agrees that this Bill of Lading supersedes all agreements or freight engagements for and in connection with the Carriage and that the defenses and limits of liability of this Bill of Lading shall apply to the Carriage and of lother services Carrier performs or arranges, such as security and risk-related services, and shall apply in any action against Carrier and as to any cause of action or local theory, whether in contract, tot, ballment, indemnity, contribution, or

# otherwise. 4. SUB-CONTRACTING AND INDEMNITY

4. SUB-CONTRACTING AND INDEMNITY
(A) Carrier has the right at any time and on any terms to subcontract the whole or any part of the Carriage, as well as any other duties Carrier has undertaken as to the Goods, or to substitute any other vessel or means of transport for the Vessel. (B) Every Subcontractor and Vessel shall have the benefit of every exemption, defense, and limitation of these Bill of Lading Contract Terms and Conditions as if such provisions were expressly for every such Subcontractors and Vessel's benefit. In entering into this contract for the Carriage, Carrier, to the extent of such exemptions, defenses, and limitations, does so not only on its behalf, but also as agent for such Subcontractors and Vessel, and to that extent, each is or shall be deemed to be a party to this Bill of Lading S. NOTICE OF CLAIM AND TIME-BAR
(A) Unless written notice of loss or damage and the general nature of such loss or damage is given in writing the contract of the co

S. NOTICE OF CLAIM AND TIME-BAR (A) Unless written notice of loss or damage and the general nature of such loss or damage is given in writing to Carrier at the Port of Discharge or Place of Delivery, whichever is applicable to the Carriage, before or at the time of the removal of the Goods into the custody of the Person entitled to delivery under this Bill of Lading, such removal shall be prima facie evidence of the delivery by Carrier of the Goods as described in this Bill of Lading. If the loss or damage is not apparent, then the notice must be given within three days of the delivery.

Lading, such removal shall be prima face evidence of the delivery by Carrier of the Goods as described in unloading, delivery, storage, demurage, detention, and all expenses related to each of the above, including this Bill of Lading. If the loss or damage is not apparent, then the notice must be given within three days of Carrier's reasonable attempts (Carrier's New York). The Carrier's reasonable attempts (Carrier's New York) and the Carrier's reasonable attempts (Carrier's New York). The Carrier's reasonable attempts (Carrier's New York) and the Carrier's new York (Carrier's New York). The Carrier's New York (Carrier's New York) and the Carrier's New York (Carrier's New York). The Carrier's New York (Carrier's New York) and the Carrier's New York (Carrier's New York). The Carrier's New York (Carrier's New York) and york (Carrier's New York). The Carrier and (Carrier's New York) and york (Carrier's New York). The Carrier's New York (Carrier's New York) and york that computer the York (Carrier's New York). The Carrier's New York (Carrier's New York) and york (Carrier's New York). The Carrier's New York (Carrier's New York) and york (Carrier's New York). The Carrier's New York (Carrier's New York) and york (Carrier's New York). The Carrier New York (Carrier's New York) and york (Carrier's New York). The Carrier New York (Carrier's New York) and york (Carrier's New York). The Carrier New York (Carrier's New York) and york (Carrier's New York). The Activity of New York (Carrier's New York) and york (Carrier's New York) and york (Carrier's New York). The Carrier New York (Carrier's New York) and york (Carrier's New York) and york (Carrier's New York). The Carrier New York (Carrier's New York) and york (Carrier's New York) and york (Carrier's New York). The York (Carrier's New York) and york (Carrier's New York) and york (Carrier's New York) and york (Carrier's New York). The York (Carrier's New York) and york (Carrier's New York) and york (Carrier's New York). The York (Carrier's New York) and york (Carrier's New

(c) Notwithstanding clauses 7(c) and (D), if a court were to hold that that Carmack nevertheless applies to any segment of the Carriage, then the following notice and time-for-sult periods shall apply:

(d) Any cargo claims subject to Carmack must be filled within nine months after the delivery of the Goods, or failure to make delivery must be filled within nine months after a delivery of the Goods, or failure to make delivery must be filled within nine months after a delivery of the Goods, or failure to make delivery must be filled within nine months after a delivery of the Goods, or failure to make delivery must be filled within nine months after a delivery of the Goods, or failure to make delivery must be filled within nine months after a deseasonable time for delivery has depasted delivery must be filled within nine months after a delivery at the port of export, except that claims for sorley for Merchant's own use. Merchant understands that Carrier has not verified the contents, weight, or failure to mile the carrier has not everified the contents, weight, or failure to mile a dain within the applicable nine-month period shall result in the claim's being time-barred and Carrier's discharge from any liability. Carrier shall not pay any timely notice of claim, the failure to file a timely lawsuit against Carrier not later than two years.

(d) Any lawsuits for cargo claims or parts of the dains specified in the timely notice of claim. Assuming and one day from the date on which Carrier has given written notice to the dainmant that Carrier has any usotion of the Port of Dickarge or Place of Delivery, as applicable, to the contrary.

(d) Any lawsuits for cargo claims or parts of the dains specified in the timely notice of claim. Assuming and one day from the date on which Carrier has given written notice to the dains sheing the notice of claims. As in the dains being time-barred and Carrier's discharge from any liability. Accrier shall not not any carrier on and against arrier not passed to remain a dain or any

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herchart to bary authority to which Carrier is required to make delivery by local law or regulators.

(B) Subject to classe X(C), if it can be groven that loss or damage to the Goods has occurred during a place of the contract of the cont

purposes, including for purposes to the control of the control of

names revisible to take cleavery of the Goods shall cases.

(C) Merchant's refusal to take delivery of the Goods notwithstanding its having received notice of their availability shall constitute an irrevocable waiver of any claims arising out of or relating to the Goods or the availability shall constitute an irrevocable waiver of any claims arising out of or relating to the Goods or the refusal.

Carriage, Merchant shall be liable to Carrier pany or incurs because of any court costs, interest, expenses, and reasonable attorneys' fees Carrier pany or incurs because of any court costs, interest, expenses, and reasonable attorneys' fees Carrier pany or incurs because of any court costs, interest, expenses, and reasonable attorneys' fees Carrier pany or incurs because of any court costs, interest, expenses, and reasonable attorneys' fees Carrier pany or incurs because of any court costs, interest, expenses, and reasonable attorneys' fees Carrier pany or incurs because of any court costs, interest, expenses, and reasonable attorneys' fees Carrier pany or incurs because of any court costs, interest, expenses, and reasonable to Carrier pany or incurs because of any court costs, interest, expenses, and reasonable to Carrier pany or incurs because of a post of contractor on which Carrier relies, including any court costs, interest, expenses, and attorneys fees Carrier pany or incurs because of the contractor of contractor on which Carrier relies, including any court costs, interest, expenses, and attorneys fees Carrier pany or incurs because of the contractor of congruent and so the contractor on which Carrier relies, including any court costs, interest, expenses, and attorneys fees Carrier pany court courts because of the cost of returning the cost of regions and any court costs, interest, expenses, and attorneys fees Carrier pany or incurs of the Costs of the Carrier and shall be a therefunds on the cost of the product of the cost of the product of the cost of the cost

27. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY

No employee, servant, agent, or Subcontractor of Carrier has the power to waive or vary any of these Bill of Lading Contract Terms and Conditions unless Carrier, in writing, has specifically authorized such a waiver or variation. If any provision of these Bill of Lading Contract Terms and Conditions shall for any reason be held to be invalid or unenforceable by any court or regulatory body, them the remainder of these Bill of Lading Contract Terms and Conditions shall be unaffected and shall remain in full force and effect

28. MANDATORY LAW, VENUE, AND JURISDICTION

All claims or disputes arising out of or in any way related to this Bill of Lading or the Carriage shall be determined under the federal law, then under the laws of the State of California, without regard to its conflict of laws rules or, in the absence of such federal law, then under the laws of the State of California, without regard to its and inandatory venue for any acid claims or disputes shall be the federal or state courts in Los Angeles Courtly, California, to the exclusion of all other courts. The parties agree to irrevocably submit to the personal jurisdiction of the above courts and to waive any jurisdictional, venue, or inconvenient forum objections to those courts.