

RECEIVED by the Carrier from the shipper in apparent good order and condition (unless otherwise noted herein) the total numbers or quantity of containers or other packages or units indicated herein in the Carrier's Receipt, stated by the shipper to comprise the cargo specified herein in Shipper's Particulars, for transportation subject to all the terms hereof (including the terms below) from the place of receipt or the port of loading, whichever applicable, to the port of discharge or the place of delivery, whichever applicable.

1. DEFINITIONS:

"Carrier" means the Carrier on whose behalf this Bill of Lading has been signed. Nordana Line AS, 113 Rungsted Strandvej, DK-2960 Rungsted Kyst, Denmark. CVR-nr. 26 82 35 60.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such person.

"Holder" means and any person for the time being in possession of this Bill of Lading to whom the property in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading or otherwise.

"Goods" means the cargo accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier. "Container" includes any container, trailer, transportable tank, flat, or pallet or any similar article of transport used to consolidate goods.

"Carriage" means the whole of the operations and services undertaken by the Carrier in respect of the Goods. "Combined Transport" arises when the Place of Receipt and/or the Place of Delivery are indicated on the face hereof.

"Port to Port Shipment" arises where the Carriage called for by this Bill of Lading is from Port of Loading to Port of Discharge. "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff.

"Vessel" includes any substituted vessel and any watercraft, leadership or barge employed in the performance of this Contract. The words "On Board" means on board any mode of transportation by the Carrier.

2. CARRIER'S TARIFF:

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents, upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail except in United States, Puerto Rico and Virgin Islands' trades.

3. WARRANTY:

The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

4. SUB-CONTRACTING AND INDEMNITY:

(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 whomsoever by whom the Carriage or any part of the Carriage is performed or undertaken (other than the Carrier) which imposes or attempts to impose upon any such person or any vessel owned or controlled by any such person any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of such person and if any such claim or allegation should nevertheless be made to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such person, including stevedore, watchman, and terminal operator, shall have the benefit of all the limitations and provisions benefiting the Carrier as if such provisions were 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 and trustee for such persons.

5. CARRIER'S RESPONSIBILITY:

(A) Port to Port Shipments. Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, then:

(1) the liability (if any) of the Carrier for loss or damage to the Goods occurring from and during loading onto any vessel up to and during discharge from that vessel or from another vessel into which the Goods shall have been transhipped shall be determined in accordance with any national law making the Hague Rules or the Hague Rules as amended by the Protocol signed at Brussels on 23rd February, 1968 (Hague Visby Rules) compulsorily applicable to this Bill of Lading or, if there be no such national law, in accordance with the Hague Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading dated 25th August, 1924. All the terms of this Bill of Lading (except (B) below) shall apply to such Carriage, save that if any terms in the Bill of Lading are inconsistent with or repugnant to the Hague Rules or Hague Visby Rules as the case may be shall to the extent of such inconsistency or repugnance and no further be null and void. Notwithstanding the above, the Carrier's liability, if any, shall be limited to loss of or damage to the Goods occurring from and during loading on to any vessel up to and during discharge from that vessel. However, where the contract evidenced by this Bill of Lading is subject to the U.S. Carriage of Goods by Sea Act, then the provisions stated in said Act shall govern the period or periods before loading and/or after discharge and throughout the entire period of time the Goods are in the Carrier's custody provided the Carrier has any responsibility in respect of any such period or periods under this Bill of Lading or otherwise.

(B) Combined Transport. Where the Carriage called for by this Bill of Lading is Combined Transport then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

(1) Where the stage of Carriage where loss or damage occurred is not known, it shall be presumed to have occurred during Port to Port Carriage.

(2) Where the stage of Carriage where loss or damage occurred is known, notwithstanding anything provided for in sub-clause (B)(1) above and subject to Clause 12 (Deck Cargo and Livestock), where it is known during which stage of Carriage the loss or damage occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) by the provisions contained in any international convention whose provisions are compulsorily applicable to that stage of Carriage or, if no such international convention applies, then

(A) where the loss or damage occurred between the time that the Goods were received by the Carrier for Carriage and the time that the Goods were loaded at the Port of Loading, by the internal law of the State of Place of Receipt; or

(B) where the loss or damage occurred during Carriage by sea, by the provisions of clause 5 (A) above; or

(C) where the loss or damage occurred between the time that the Goods were discharged at the final Port of Discharge and the time that the Goods were delivered to the Merchant, by the internal law of the State of the Place of Delivery.

(D) where no national law is compulsorily applicable the provisions of the C.I.M. (Convention on the Contract for the International Carriage of Goods by Rail, Berne 25th Feb. 1961) or the C.M.R. (Convention on the Contract for the International Carriage of Goods by Road, Geneva 19th May 1956), whichever is appropriate, shall govern this Contract, except as otherwise specifically provided herein.

(3) Special Provisions for Combined Transport

(i) (a) 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, shall have been given in writing to the Carrier, or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

(b) Time-bar. Subject to any provision of this Clause 5 to the contrary the Carrier shall be discharged of all liability under this Bill of Lading unless suit is brought and notice thereof given to the Carrier within twelve months after delivery of the Goods or the date when the Goods should have been delivered.

(i) Amount of Compensation.

(a) Compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Merchant or at the place and time when they should have been delivered.

(C) General (applicable to both Port to Port Shipment and Combined Transport)

(1) Delay and Consequential Loss.

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and save as provided in sub-clause (B) (2) above the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or otherwise.

Where under the provisions of (B) (2) above the Carrier is liable for delay, liability shall be limited to the element of the freight applicable to the relevant stage of transport provided this is not contrary to the international convention or national law concerned.

(2) Package or Unit Limitation

Except as provided in sub-clause (3) below, compensation shall in no circumstances whatsoever and howsoever arising exceed U.S. Dollar 500 per package or unit lost or damaged.

(3) Hague Rules Limitation.

Subject to (4) below, whenever Hague Rules are applicable, otherwise than by national law, in determining the liability of the Carrier, the liability shall in no event exceed 100 pounds sterling per package or unit.

(4) Ad Valorem.

Higher compensation may be claimed only when, with the consent of the Carrier, the value of the Goods declared by the Shipper, which exceeds the limits laid down in this clause, has been stated in this Bill of Lading and extra Freight paid if required. In that case the amount of the declared value shall be substituted for those limits.

Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

6. SHIPPER-PACKED CONTAINERS:

If a Container has not been stuffed by or on behalf of the Carrier:

(a) the Carrier shall not be liable for loss of or damage to the Goods caused by

(i) the manner in which the Container has been stuffed; or

(ii) the unsuitability of the Goods for Carriage in Containers; or

(iii) the unsuitability or defective condition of the Container provided that the defects would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed. Acceptance and use of a Container by Shipper shall be prima facie evidence of suitability.

(b) the Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising caused by one or more of the matters referred to in paragraph (a), (i), or (iii) above.

7. DESCRIPTION OF GOODS:

(1) This Bill of Lading shall be prima facie evidence of the Receipt by the Carrier in external apparent good order and condition, except as otherwise noted, of the total number of Containers, packages or other units or weight of other cargoes specified on the face hereof in the Carrier's Receipt. Proof to the contrary shall not be admissible when this Bill of Lading has been transferred to a third party acting in good faith.

(2) Except as provided in sub-clause (1) above, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of Goods and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars furnished by the Shipper.

8. SHIPPER'S RESPONSIBILITY:

(1) The Shipper warrants the accuracy of the particulars of the Goods and this indemnifies the Carrier against all loss, damage, fines and expenses arising or resulting from inaccuracies in or inadequacy of such particulars or from any other cause in connection with the Goods for which the Carrier is not responsible.

(2) The Merchant shall comply with all regulations or requirements of Customs, Port or other authorities and shall bear and pay all dues, taxes, fines, imposts, expenses or charges (including Ad Valorem Wharfage) or losses incurred or arising by reason thereof or by reason of any illegal, incorrect or insufficient markings or weight, numbering or addressing of the Goods and shall indemnify the Carrier in respect thereof.

Delivery of the Goods will only be made on payment of all Freight and charges.

On acceptance of this document by or on behalf of Shipper or on presentation of this document by or on behalf of the Holder the rights and liabilities arising in accordance with the terms hereof shall (without prejudice to any rule of common law or statute rendering them binding upon the Shipper, Holder and Carrier) become binding in all respects between the Carrier and Shipper, or Carrier and Holder as though the contract contained herein or evidenced hereby had been made between them.

9. FREIGHT AND CHARGES:

(a) Freight, charges and primage shall be paid in cash without discount in the currency in which the Goods are freighted or at Carrier's option in the currency of the country of the Port of Loading or Port of Discharge or, as mutually agreed, in other currency in each case converted at the highest rate of exchange for banker's sight bills current on the date of shipment or date of vessel's arrival at Port of Discharge, whichever the higher. Freight, charges and primage shall be considered completely earned on shipment, whether freight be stated as prepaid or collect, and Carrier shall be entitled to payment on demand, vessel and/or Goods lost or not lost, or the voyage broken up or terminated prior to destination, all without setoff or counterclaim. Interest at eighth percent per annum shall run from the date when the freight, charges and primage are due.

(b) The Shipper shall remain responsible for the payment of freight irrespective of whether under the terms of this Bill of Lading payment is due at Port of Loading or at Port of Discharge or otherwise howsoever.

(c) The Merchant shall be liable for all expenses of fumigation, sealing, tallying, assembling and sorting and all expenses incurred in repairing damage to and replacement of packing or sewing due to causes beyond Carrier's liability and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons. The Carrier shall have a lien on the Goods for such expenses.

(d) Freight, charges and primage whether prepayable or not and whether paid or not shall be considered as fully earned upon shipment and shall be paid vessel and/or cargo lost or not lost. Freight, charges and primage shall not be returned vessel and/or cargo lost or not lost.

10. LIEN:

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract for General Average contributions or salvage to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

11. DECK STOWAGE OF CONTAINERS:

(1) The Goods may be stowed in poop, forecastle, deck house, shelter deck, passenger space, bunker space or any covered-in space commonly used in the trade for the Carriage of Goods.

(2) The Goods may be stowed by the Carrier in Containers.

(3) The Carrier shall have the right to carry on deck Goods stuffed in Containers (other than flats or pallets) whether by the Carrier or the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in General Average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules, Hague Visby Rules or U.S. COGSA whichever is applicable under clause 5 (CARRIER'S RESPONSIBILITY).

12. DECK CARGO AND LIVESTOCK:

(1) Goods (not being Goods stuffed in Containers other than flats or pallets) which are stated herein to be carried on deck (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 whether caused by unseaworthiness or negligence or any other cause whatsoever.

(2) Livestock is carried at the sole risk of the Merchant. In the event that the Master, in his sole discretion, considers that any livestock is likely to be injurious to the health of any other livestock or of any person on board or to cause the vessel to be delayed or impeded in the prosecution of the voyage such livestock may be destroyed and thrown overboard without any liability attaching to the Carrier. The Merchant shall indemnify the Carrier against all and any extra costs incurred for any reason whatsoever in connection with the Carriage of such livestock.

13. METHODS AND ROUTE OF TRANSPORTATION:

(1) The Carrier may at any time and without notice to the Merchant (a) use any means of transport or storage whatsoever; (b) transfer the Goods from one conveyance to another including transhipping or carrying the same on another vessel than that named on the face hereof or by any other means of transport whatsoever; (c) unpack and remove Goods which have been stowed into a Container and forward the same in a Container or otherwise; (d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order; (e) load or unload the Goods at any place or port (whether or not any such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port; (f) permit the vessel to proceed with or without pilots.

(2) The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever whether or not connected with the Carriage of the Goods including undergoing repairs, towing or being towed, adjusting instruments, dry docking and assisting vessels in all situations and anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

(3) By tendering Goods for Carriage without any written request for Carriage in a Specialized Container or for Carriage otherwise than in a Container the Merchant accepts that the Carriage may properly be undertaken in a general purpose Container.

(4) If Goods are shipped in a Refrigerated Container, the Carrier agrees to endeavor to maintain temperature to plus or minus 2C. from any temperature specified herein by the Shipper.

14. MATTERS AFFECTING PERFORMANCE:

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind to the Goods, vessel or other cargo on board (other than the inability of the Goods or any part thereof safely or properly to be carried or carried further) and howsoever arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were accepted for Carriage) and which can not be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the Carriage is commenced) may either:

(a) Without notice to the Merchant terminate Carriage of the Goods and place the Goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full Freight on Goods received for Carriage, and the Merchant shall pay any additional cost of Carriage to and delivery and storage at such place or port; or

(b) Without prejudice to the Carrier's right, subsequently to terminate the Carriage under (a), upon notice to the Merchant suspend Carriage of the Goods or any part of them and store them ashore or afloat under the terms of this Bill of Lading, against payment of such reasonable additional charges as the Carrier may determine.

15. NOTIFICATION AND DELIVERY:

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information 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) Where the Carriage called for by this Bill of Lading is a Port to Port Shipment the Carrier shall be at liberty to discharge the Goods or any part thereof without notice directly when they come to hand at or on to any wharf, craft or place, on any day and at any time, whereupon the liability of the Carrier (if any) in respect of the Goods or that part thereof discharged as aforesaid shall wholly cease notwithstanding any custom of the port to the contrary and notwithstanding that any charges, dues or other expenses may be or become payable.

(3) The Carrier shall have liberty to arrange to convey the Goods in water borne craft to and from the vessel. Any such transport shall be at the Merchant's entire risk and for account of the Goods.

(4) 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 thereof, whether the Carriage called for by this Bill of Lading is a Port to Port Shipment or Combined Transport, the Carrier shall be entitled without notice to unstuff the Goods or that part thereof if stowed in Containers and/or to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the Goods or that part thereof stored as aforesaid (as the case may be) shall wholly cease and the cost of such storage (if paid or payable by the Carrier or any agent or subcontractor of the Carrier) shall forthwith upon demand be paid by the Merchant to the Carrier.

(5) If the Merchant fails to take delivery of the Goods within thirty days of its becoming due under subclause (2) or (3) above or if in the opinion of the Carrier they are likely to deteriorate, decay become worthless or incur charges, whether for storage or otherwise in excess of their value, and whether the Carriage is a Port to Port Shipment or Combined Transport the Carrier may, without prejudice to any other rights which he may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, sell or dispose of the Goods and apply the proceeds of sale and reduction of the sums due to the Carrier from the Merchant in respect of this Bill of Lading.

(6) The Carrier shall have the option of replacing any damaged or missing Goods, Cargo sweepings, liquid residue, goods discharged in excess or with unidentifiable marks or numbers or any Goods not otherwise accounted for shall be allocated against consignments of like character in proportion to any apparent shortage, loss of weight or damage.

16. BOTH-TO-BLAME COLLUSION:

If the (carrying) ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the Merchant undertakes to pay the Carrier, or where the Carrier is not the owner and in possession of the carrying ship, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or her owner or demise charterer or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to the colliding ships or objects, are at fault in respect to a collision, contract, stranding or other accident.

17. GENERAL AVERAGE:

General Average shall be adjustable according to the York/Antwerp Rules of 1974 at any port or place at the option of the Carrier whether declared by the Carrier or a sub-contractor of the Carrier. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Goods before delivery if the Carrier requires, or, if the Carrier does not so require, within three months of delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for General Average contribution due to the Merchant.

(A) In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods, Shippers, Consignees or Owners of the Goods shall contribute with the Carrier in General Average to the payment of any sacrifices, losses, or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the Goods.

18. VARIATION OF THE CONTRACT, ETC.:

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

19. LAWS AND JURISDICTION-FILING CLAIMS:

Any claim or dispute under this Bill of Lading shall be determined by the law and Courts of the country where the Carrier has its principal place of business, or the country of shipment or delivery. Claims shall be filed in writing with Nordana Line AS, 113 Rungsted Strandvej, DK-2960 Rungsted Kyst, Denmark or through any of its authorized agents.

20. TERMS OF THIS BILL OF LADING:

Shall be separable, and if any term shall be invalid, such holding shall not affect the validity of other terms.