(Definition) The following words both on the face and back of this Bill of Lading have the meanings hereby assigned :

 (a) "Carrier" means NYK-Hinode Line, Ltd. including the servants, agents and the Master, and the Vessel and/or her owner;
 (b) "Marchant" includes the shipper, consignor, consignee, owner or receiver of the Goods and also the holder of this Bill of Lading and any other person acting on their behalf;
 (c) "Goods" means the cargo described on the face hereof and, if the cargo is packed into container(s), loaded on pallet(s) or unitized into similar anticle(s) of transport supplied or furnished by or on behalf of the Merchant, includes such article(s) of transport as well;
 (d) "Vessel" includes vessel, ship, craft, lighter or other conveyances which is or shall be substituted, in whole or in part, for the vessel named in the column "Goeds on Vessel" on the face hereof.
 (e) "Sub-Contractor" includes owners and operators of the Vessel or any other vessel (other than the Carrier), stevedores, terminal operators, warehousement, road and rail transport operators and any independent contractors employed by the Carrier in performance of the Carriage and any sub-contractor thereof.

(f) "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of

-contractor thereof.
 (1) "Carringe" means the whole or any part of the operations and services undertaken by the Carrier in respect of the UGORD GENERGE (2) "Ferson" includes an individual, group, company, or other entity.
 (a) "Ferson" includes an individual, group, company, or other entity.
 (b) "Shippef" means Person(s) described as shipper on this Bill of Lading and/or Person(s) who entered into the contract of Carriage.
 (Clause Paramound) (1) This Bill of Lading shall have effect subject to the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the Protocol signed at Brussels on 25 August, 1924, or the amendments by the provisions of such Hague Rules Legislation, 'history' and proteined States of America (this expression includes its districts territories and possessions), this Bill of Lading, such apply and govern the Carriage Boffore the Goods are in castody of the Carriage Boffore the Goods are in castody of the Carriage. The August Rules Legislation or this or provisions or regulations applicable to US COGAA.
 (2) The Act or Hague Rules Legislation shall be deemed to be incorporated herein. If any provision of this Bill of Lading is held to be repregnant to any extent to the Act or Hague Rules Legislation or tany other comparts and pobserses

- Carrier's Tariff. The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Cogies of the relevant provisions of the applicable Tariff are obtainable from the Carrier's applicable Tariff are obtainable from the Carrier's applicable Tariff are obtainable from the Carrier typon request. In the case of inconsistency between this Bill of Lading shall prevail.
 (Linitation Statutes, Demise Classe) (1) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of the benefit of, and right to, all limitations of or exemptions from liability authorized by laws, statutes or regulations of any countries.
 (2) If the Vessel is not owned by, or chartered by demise to the Carrier (as the case may be notwithstanding anything that appears to the corrier (as the case may be notwithstanding anything that appears to the contrary), this Bill of Lading shall have effect only as a contract with the owner or demise charterer, as principal, as the case may be, made through the agency of the Carrier's negligence or not, occurring before loading on board and/or after discharge from the Vessel, whether the Goods, whether caused by the Carrier's negligence or not, occurring before loading on board and/or after discharge from the Vessel, whether the Goods are awaiting as the case may be, the Carrier's negligence or not, occurring before loading on board and/or after discharge from the Vessel, whether the Goods are awaiting (2) in case loading and/or discharge are effected by the Merchant at his expense (in which case the terms "FI", "FO" or "FIO" are shown in this Bill of Lading shall not explicable" any loss of or damage to or in connection with the Goods occurring during such loading and/or discharge are effected by the Merchant at his expense (in which case the terms "FI", "FO" or "FIO" are shown in this Bill of Lading shall not explicable any loss of or damage to or in connection with the Goods occurring during such loading and/or discharge are egnet(s) or

Obtact the provide state cases, are descended to be an agent(s) or employee(s) of the Merchant. **7.** Sub-Contracting and Indemnity (1) The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever, including liberty to further whole the Max indext indext in the material or any terms whatsoever, including liberty to further whole material under the material state in the Carrier and any terms whatsoever, including liberty to further whole material under the Max indext index inde

above shall constitute complete and final delivery and full performance of this contract, and the Carner shall thereatter be treed trom any oouganon hereander. (2) If, after any action under the preceding paragraph, the Carrier makes any arrangements to store and/or tranship and/or forward the Goods, it is agreed that the Carrier does so as agent only for, and at the sole risk and expenses of the Merchant without any liability thatsoever in respect of such agreed that the Carrier does so as agent only for, and at the sole risk and expenses of the Merchant without any liability thatsoever in respect of such agreed, The Merchant shall reimburse the Carrier forthwith upon demand all extra freight, charges and expenses (neured thereby. (3) The stituations referred to in the paragraph (1) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances; closure of, obstacle in or danger to any conal; blockads of opt or place or interficit or provibilion of or restriction on commerce or trading; quaramine, sanitary or other similar regulation or restrictions; sittike, lockouts or other labour troubles whether partial or general and whether on to involving employees of the Carrier or his Sub-Contractors; congestion of port, whard, quay or any other place; shortage, absence or obstacles of labour relatilities, to loading, discharge, delivery or other handling of the Goods; epidemics or diseases; hal weather, shallow water, ice or other obstacles in navigation. (4) In case the Goods or their condition bring about, during the Carriage, any danger or risk which renders it, in the judgment of the Master, musuitable or unsafe for the Vessel to continue the navigation, due to any cause or reason for which the Carrier in the gargraph (1) and (2) above, with the same effect as provided for in the last sentence of the paragraph (2) above.

di) In case the Goods or ther condition bring about, during the Craineg, any danger or risk which reades it, in the judgement of the Mater, mustiable or unsafe for the Vessel to continue the anvigation, due to any cause or reason for which the Cartier is not target or the paragraph (1).
d) The Cartier, in addition to all other liberities provided for in this Article, shall have liberty to comply with orders, directions, regulations, recommenduations or suggestions as to departure, arrival, route, post of call, stoppage, chaining, due there and the Vessel, the grant of the Vessel is ordered. The there of or any person acting or pupport, but over, quaranting or there of the same commute or Preson and and the cartier shall be deemed to be in claded within the discussal carties of any insurance on the Vessel, the right to give such orders, directions, regulations, recommendations or suggestions and the cartier shall not be accounded to be a deviation.
any other paraditos, recommendations or suggestions and the cartier shall not be responsible for the accuracy thereat. The Merchan array the ange and the cartier shall not be deviated to be a deviation.
any other paratecistical or the Goods is a furnished by bit maccuracy thereof.
b) the cartier that the particular strainestory by the Merchana. numbers, discription, quantity, grange, weight measure, thatter, kind, value and sup other parcetical by the Cartier time and the cartier shall not be indexed by the merchana.
b) the cartier that the particular strainestory of the cartier is packed into container(s), headed and path of packages or pieces, description, quantity, grange, weight measure, thatter, kind, value and sup other parcetical by the Cartier time and the cartier that the particular strainer of the machine of the Marchan, this Bit II claining is prima face' cartie container(s) and the cartier is an advestion and the cartier shall not be deemed of the accelese of the shyte and the cartier shall not be deeme

oxidation, moisture, scratch, dent or bend are admitted as being in apparent good order and condition by the Carrier and the Merchant, and the terms "apparent good order and condition" on the face hereof does not mean any admission by the Carrier as to the absence of such ordinary rust, corrosion, oxidation, moisture, scratch, dent or bend. In case of iron and steel, angles, bars, channels, etc. shipped losse or in bundles, the Carrier as the absence of such ordinary rust, corrosion, oxidation, moisture, scratch, dent or bend. In case of iron and steel, angles, bars, channels, etc. shipped losse or in bundles, the Carrier as the the schemes of such ordinary fasting shall be paid by the Merchant unless; (a) every piece is distinctly and permanently marked with oil paint and the schemes only fore the Merchant's convenience and be distinguished at the port of discharge. (4) Otton : As the Carrier has no reasonable means of checking the marks upon the cotton at the time of shipment, any reference to the marks to the face hereof is made at the Merchant's requeres income and the Carrier shall not be liable for the inaccuracy thereof. The Merchant shall undertake to take delivery of the cotton actually loaded at the port of loading and shall not refuse to do so merely because of discrepancy of the marks between heress stated on the face hereof and those shown upon the cotton. (5) Lumber and Timber, timber and products thereof which are at the time of shipment in the ordinary esternal condition by the Carrier and the Merchant, and the term "apparent good order and condition" on the face hereof does not mean any. shakes and/or decoloration. (6) Bulk Cargo: The quantity or weight of the Goods shown on the face hereof is ascertained by a party other than the Merchant and the Carrier, who have no reasonable means of checking the accuracy thereof, is ascertained by a party other than she Merchant and the Carrier, who have no reasonable means of checking the accuracy thereof, is ascertained by a party other than s

(6) Bulk Cargo: The quantity or weight or the Goods and the stated herein only for the Merchant's convenience, without constituting any evidence against the Carrier.
14. (Weight Declaration of Goods) (1) The weight must be declared by the Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high.
(2) In case of the Merchant's failure in his obligations under the preceding paragraph, the Carrier shall not accept the Goods, and if the accepts, shall not be responsible for any loss of or damage to or in connection with the Goods, and at the same time the Merchant shall be liable for loss of or damage to presonal injury arising as a result of such failure.
15. (Delivery by Marks) (1) The Carrier shall not be liable for failure of or delivity in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the Goods, or package(s) by the Merchant before shipment in letters and numbers not less than 2 inches high, together with the Carrier be responsible for delivery in accordance with of the marks unless.
(3) The Merchant warrants the Carrier be responsible for delivery in accordance with other hand shall indemnify the Carrier against all so in all respects comply with all laws and regulations in force at the port of discharge and/or destination.
(4) The Merchant warrants the Carrier be responsible for delivery in accordance with other hand shall indemnify the Carrier against all loss, damage, extra and fines arising out of or resulting from incorrectness threed.
(4) Goods which cannot be identified as to marks and mumbers, cargo sweepings, flugul residue and any uncliname goods not otherwise accounted for shall be alloceded for the puryose of completing and discharge and/or destination.
(4) Goods which cannot be identified as to marks and numbers, cargo sweepings, flugul residue and any unclinam

Merchanit. (2) Notwithstanding any custom of the port to the contrary, the Goods may be discharged as soon as the Vessel is ready to discharge, without notice, continuously day and night, Sandays and holidays included, regardless of weather, onto wharf or quay or into warehouse, or into lighter, hulk, lazaretio, craft or on any other place and may be stored there. (3) At any port the Carrier is authorized by the Merchant to entrust masterpoterage (receiving, watching, weighing, delivering, lightergae, cartage, custody) and any other services to any firm, corporation, Person, whether owned by, subsidiary to, associated or affiliated with or employed by the

custody) and any other services to any tirm, corporation, Person, whether owned by, subsulary to, associated or athinated with or employed by the Carrier orn or, or to custom or public authorities or department thereof, and who are deemed to at solely as agent of the Merchant. (4) Optional delivery shall be granted only when arranged prior to the time of shipment the Goods and so expressed substances and the option desiring to avail himself of the options occeptressed must give notice in writing to the Carrier at the first port of call of the Vessel anneal in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be discharged at any of the optional ports at the Carrier's option and the Carrier's responsibility shall then cease. (5) Notwithstanding any Article to the contrary, the Carrier does not undertake that the Goods shall arrive at the port of discharge or destination at any particular time, or in time to meet any particular market or use and the Carrier shall not be responsible for any direct or indirect loss or damage which is caused through delay.

any particular time, or in time to meet any particular market or use and the Carrier shall not be responsible for any direct or indirect loss or damage which is caused through dely. 17. (Transhipment and Forwarding) (1)(i) in case of through carriage under this Bill of Lading, the Merchani constitutes the Carrier his agents to enter into contract with others for the pre-carriage and/or on-carriage of the Goods and/or for the storing, lightering, transhipment or other dealing therewith, prior to, or in the course of, or subsequent to the Carriage in the Carrier's Vessel without any liability attaching to him in respect of such agency. (ii) The responsibility of each carrier acting as such is initiated to that part of the transport, even though the freight for the whole transport has been collected by the Carrier. (2) Any statement of the port or place, whether littoral or inland, in the column "final Destination" on the face hereof is solely for the purpose of the Merchani's reference, and in case the columns "QLoad Vessel") and "Toron") on the face hereof is reflied up and this Bill of Lading is its such at a place other than the port of loading onto the Vessel, any statement herein as to the shipment of the Goods shall be construed to relate only to the time when and place where the Goods were loaded to hoard the local vessel. The Carrier's liability, in those events, shall be determined in accordance with paragraph (1) of this Article. (3) The Carrier shall be at liberty, whether or not arranged beforehand or indicated on the face hereof, to transship the whole or any part or place for any parpose whatsoever, or to forward the same by any means of transport by water, land or are when the Goods kavel. But oxide. **18.** (Over-carringe) In case the Goods or any part thereof can not be found during the Vessel's stay at the port of discharge, the Goods are, when found, to be forwarded to their destination at the Carrier's expense but time of liability ishick hell meaning.

air, whether owned or operated by the Carrier or not. The Carrier's inatumy status, it is not in the status in the stat

Intense to package to the provided for herein container or package to the provided for herein of liability provided for herein 20 herein and there Contracting that may be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed 20 herein and there Contracting that may be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed 20 herein and there Contracting the accuracy of the contents, version, never outle as furnished by him, at the time of shipment, but the Carrier may, for the purpose of ascertaining the actual particulars, at any time, open the package(s), container(s), pathelic(s) and/or other similar article(s) of the contents, weight, measure and value of the Goods, at the risks and express of the Merchant. In case of incorrect declaration of the contents, weight, measure or value of the Goods, the there details be engivene, (b) as and by way of liquidated and ascertained damages, a sum equal to the correct freight, plus (c) all expenses including atomeys? fees incurred by the Carrier (a) the balance of freight decletion gall sums due to him. (2) Full freight to the port of discharge and/or destination named herein shall be considered as completely carrier on shipment of the Goods, whether the freight be stated or intended to be prepaid or to be collected at the port of discharge, edution or any other place. The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not, and to receive and retini them irrevocably under any stage of the Carriage. Full freight shall be canding de ourseound Goods.

to an inergia and outer tranges due incrementer, whence it we voyage be broken up or fustational or abandoned at any stage of the Carriage. Full freight shall be paid on damaged or unsound Goods. (3) The payment of freight and/or the Goods be lost or not, or the voyage be broken up or fustational cor abandoned at any stage of the Carriage. Full freight shall be paid on damaged or unsound Goods. (3) The payment of freight and/or charges shall be made in full and in cash without any offset, counterclaim or deduction. Freight and all other charges shall be paid in the currency named in this Bill of Lading, or at the Carrier's option, in its equivalent in the currency of the Port of Losding or of Discharge or the Place of Receipt or O Delivery or as specified in the applicable Carrier's Taiff or custom at the place of payment. (4) Goods once shipped cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full freight and compensation for any loss, damage or expense sustained by the Carrier to carrier bus shut haifing away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relived of any obligation to load such Goods and the Vessel may leave the port without further notice and dead freight shall be paid by the Merchant. (5) The Merchant shall be liable for, and indemnify the Carrier against all dues, duties, taxes and charges including consular fees levied on the Goods or complex or incurred by the Carrier is connection with the Goods howsover caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities in connection with the Goods sore to procure consular. Board of Health or by any government or public authorities. If the Carrier is crimer may curv us show (At the cost and expense of the Merchant's failure to conditioning or otherwise require protecting or criain for, the Carrier may carry out such work at the cost and expenses of the Merchant. The Merchant authorize

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agent for the Merchant and to engage other Persons to regain or seek to regain possession of the Goods and do all things deemed advisable for the benefit of the Goods. (6) The shipper, consignor, consignee, owner or receiver of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all frieght and charges and for the performance of the obligation of each of them hereunder. 24. (General Average, New Jason Clause) (1) General average shall be adjusted, stated and settled at Tokyo or any other port or place at the Carrier's option according to the Vork-Anverp Rules. (1994 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment, and in the currency selected by the Carrier. The general average statement shall be prepared by the adjusters appointed by the Carrier. Average, agreement or board and such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before divery of the Goods. (2) The New Jason Clause as published by the Baltic and International Maritime Council is hereby incorporated into this Bill of Lading. (Local Clause) (1) Goods to or from U.S.A.: In case this Bill of Lading, (i) the provisions of the Carriage of Goods by EaA Act, 1936 of the U.S.A. governs this Bill of Lading, (i) the provisions of the Vessel and throughout the entire time Eoods are in the custody of the Carrier, notvihistanding Article 6 (1), and (ii) Article 11 (2) hereof shall be replaced by the following ferms; "With respect to live animals, birds, replies and fish and the Goods acuted herein to be so carried, all risks of loss or damage by perils inherent in or incidental to such carriage shall be borne by the Merchant, but in all other respects in connection with the custody and carringe of such Goods, the Gravage t

of the Merchant. (4) Goods for Algier and Casablanca : Taxe de Péage to be paid by consigness.