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

 (a) "Carrier" means the Master, and the Vessel and/or her owner;

 (b) "Merchant" 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 article(s) of transport supplied or furnished by or on behalf of the Merchant, include 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 "Ocean 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, warehousemen, 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

- (1) "Carriage" means the whole or any part of the operations and services transcriatory in the contract of Carriage.

 (2) "Person" includes an individual, group, company, or other entity.

 (h) "Shipper" means Person(s) described as Shipper on this Bill of Lading and/or Person(s) who entered into the contract of Carriage.

 2. (Clause Paramount) (1) This Bill of Lading shall have effect subject to the provisions of the International Carriage of Goods by Sea Act, 1957 of Japan, as amended on 3 June, 1992 (hereinafter called the "Act"), unless it is adjudged that any other legislation of a nature similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 23 December, 1979, including without limitation, the Carriage of Goods by Sea Act, 1957 of the unrendments by the Protocol signed at Brussels on 21 December, 1979, including without limitation, the Carriage of Goods by Sea Act, 1956, of the Unified States (heritantier be called "Hague Rules Legislation", volvowithstanding anything else in this Bill of Lading, in which case it shall have effect subject to the provisions of such Hague Rules Legislation, who with with the shall be a such that the provisions of such Hague Rules Legislation, whichever is applicable pursuant to Article 2(1) shall also apply and govern the Carriage before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in custody of the Carrier, its agents, servants, representatives and Sub-Contractors.

 The Act or Hague Rules Legislation, whichever is applicable pursuant to Article 2(1) shall also apply and govern the Carriage before the Goods are loaded on and after they are discharged from the Vessel and throughout the entire time the Goods are in custody of the Carrier, its agents, servants, representatives and Sub-Contractors.

 The Act or Hague Rules Legislation or to any other laws, statutes or regulations applicable to the contract evidenced by this Bill of Lading s
- such provision shall be null and void to that extent but no further.

 3. (Governing Law and Jurisdiction) (a) The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided herein, and (b) notwithstanding anything else contained in this Bill of Lading or in any other contract, any and all actions against the Carrier in respect of the Goods or arising out of the Carriage shall be brought before the Tokyo District Court in Japan to the exclusion of the jurisdiction of any other courts whist any such actions against the Merchant may be brought before the said Court or any other competent court at the Carrier's option. Where the Goods are subjected to adverse or competing claims, the Carrier may place the Goods in the custody of a court of competent jurisdiction for a determination of ownership and/or right to possession. The Carrier shall have no liability to the Merchant arising out of such placement. The Merchant consents to the exclusive jurisdiction of such Court.

 4. (Carrier's Tariff) The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

- 4. Carrier's Tariff) The terms of the Carrier's applicable Tariff are deemed to be incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier van request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.
 5. (Limitation Statutes, Demise Clause) (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 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 NYK-Himode Line, Ltd. (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 NYK-Himode Line, Ltd., who acts as agent only and shall be under no liability whatsoever in respect thereof.
 6. (Perfod of Responshibility) (1) The Carrier shall in no event be liable for any loss of or damage to or in connection with the Goods, whether caused by the Carrier's negligence or not, occurring before loading on board and/or after discharge from the Goods are awaiting shipment, landed or stored or put into craft, burge, lighter or otherwise whether belonging to the Carrier or not, or pending transshipment at any stage of the Carriar or the contract of the carrier or not, or pending transshipment at any stage of the Carriar or the carrier or not or pending transshipment at any stage of the Carriar or the carrier or not, or pending transshipment at any stage of the Carriar or not or the pending transshipment at any stage of the Carriar or not or the pending transshipment at any stage of the Carriar or not or the pending transshipment at any stage of the Carriar or not or the pending transport of the Carriar or not or the pending transport or new the pending transport or not necessary.
 (2)

- Vessel's officers/crew, who in such cases, are deemed to be an agent(s) or employec(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 sub-contract (2). The Merchant undertakes that no claim or allegation shall be made against any Person whomsoever by whom the Carriage is performed or undertaken (including all Sub-Contractors of the Carrier), other than the Carrier, which imposes or attempts to impose upon any such Person, or any take part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier and all out of negligeror on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier and all out of negligeror on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier and all out of negligeror on the part of such Person and, if any such claim or allegation should nevertheless be made, to indemnify the Carrier and all outselves the carrier and the part of such Persons and Investor (as the part of such Persons and Investor (as a surface) and the part of such Persons and Investor (as a surface) and the part of such Persons and Investor (as a surface) and the part of such Persons and Investor (as a surface) and the part of such Persons and Investor (as a surface) and the surface and any surface (as a surface) and the surface and any surface (as a surface) and the surface and any surface (as a surface) and the surface and any surface (as a surface) and the surface and any surface (as a surface) and surface) and surface (as a surface) and surface) and surface (as a surface) and surface) and surface (a
- above shall constitute complete and final delivery and full performance of this contract, and the Carmer shall thereatter be freed from any oouganon hereunder.

 (2) If, after any action under the preceding paragraph, the Carrier makes any arrangements to store and/or transship and/or forward the Goods, it is agreed that the Carrier does so as agent only for, and at the sole risk and expense of, the Merchant without any liability whatsoever in respect of such agency. The Merchant shall reimburse the Carrier forthwith upon demand all extra freight, charges and expenses incurred thereby.

 (3) The situations 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, warfike or belligerent acts or operations, riots, civil commotions or other disturbances; closure of, obstacle in or danger to any canal; blockade of port or place or interflict or prohibition of or restriction on commence or trading; quarantine, sanitary or other similar regulation or restrictions; strikes, lockouts or other labour troubles whether partial or general and whether or not involving employees of the Carrier or his Sub-Contractors; congestion of port, whatr, quay or any other place; shortage, absence or obstacles in havingation.

 (4) In case the Goods or their condition bring about, during the Carriage, and updared or risk which renders it, in the judgment of the Master, unsuitable or unsafe for the Vessel to continue the navigation, due to any cause or reason for which the Carrier is not responsible, the Carrier may take any action as provided for in the paragraph (1) and (2) above, with the same effect as provided for in the last sentence of the paragraph is a decreased and the same effect as provided for in the last sentence of the paragraph (1) above.
- discharge, delivery or other handling of the Goods; epidemics or unsease; total wettuen, statutors, water, so, to most common and analysis of the Goods or their condition bring about, during the Carriage, any danger or risk which renders it, in the judgment of the Master, unsuitable or unsafe for the Vessel to continue the any signion, due to any cause or reason for which the Carrier is not responsible, the Carrier may take any actions a provided for in the paragraph (1) and (2) above, with the same effects as provided for in the last sentence of the paragraph (1) (5). The Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations, recommendations or suggestions as to departure, arrival, route, ports of call, stopage, localing, discharge, handling, destination, delivery, quaramine or otherwise, howsoever given by any government, public authorities or department thereof or any person acting or purporting to act with authority of such government, public authorities or department thereof or any person acting or purporting to act with authority of such government, public authorities or department thereof or any person acting or purporting to act with authority of such government, public authorities or department thereof or any person acting or purporting to act with authority of such government, public authorities or department thereof or any person acting or purporting to act with authority of such government, public authorities or department of the public of the carrier and the carrier shall be active to the residence of the shipment of the public of the carrier there of any active the right to give such orders, directions, regulations, recommendations or suggestions anything is done or is not done, the same all the deemed to be included within the contractable and the carrier and the carrier that the particulars furnished by him are correct and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and

- 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 loose or in bundles, the Carrier shall not be responsible for correct delivery, and all expenses incurred at the port of discharge consequent upon insufficient securing or marking shall be paid by the Merchant unless; (a) every piece is distinctly and permanently marked with oil paint and metal-tagged, so that each piece or bundle can be distinguished at the port of discharge.

 (4) Cotton: As the Carrier has no reasonable means of checking the marks upon the cotton at the time of shipment, any reference the marks on the face hereof is made at the Merchant's requested only for the Merchant's convenience and the Carrier shall not be liable, the control of the marks between those stated on the face hereof on both to store the marks on the carrier shall not be liable or in accuracy 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 those stated on the face hereof and those shown upon the cotton.

 (5) Lumber and Timber: the lumber, timber and products thereof which are at the time of shipment in the ordinary external condition as to change, because, the control of the c

- (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, and agreed to be stated herein only for the Merchant's 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 he accepts, shall not be responsible for any loss of or damage to any property or for personal injury arising as a result of such failure.

 15. (Delivery by Marks) (1) The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably samped 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 amuse of the port of discharge and/or destination.

 2) In no circumstances shall the Carrier be responsible for delivery in accordance with marks shown on this Bill of Lading and also in (3) The Merchant warrants the Carrier bar temats on the Goods or package(s) correspond to the marks shown on this Bill of Lading and also in (4) Goods which cannot be distincted as a failure of the delay of the carrier and the marks on the Goods or package(s) correspond to the marks shown on this Bill of Lading and also in damage, expenses, penalies and fines arising out of or resulting from incorrectness or incompleteness thereof.

 (4) Goods which cannot be distincted as to marks and numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various merchants of goods of like character, i

- strectuals.

 (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. Sundays and holidays included, regardless of weather, onto wharf or quay or into warehouse, or into lighter, hulk, lazaretto, craft or on any other place and may be stored there.

 (3) At any port the Carrier is authorized by the Merchant to entrust masterporterage (receiving, wetghing, weighing, delivering, lighterage, carage, 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, subsidiary to, associated or attinisted with or employed by the Carrier or not, or to custom or public authorities or department thereof, and who are deemed to act 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 expressly noted herein the desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first port of call of the Vessel named 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 case. (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 delay.

 17. (Transhipment and Forwarding) (1)(i) in case of through carriage under this Bill of Lading, the Merchant constitutes the Carrier his agent one their into contract with others for the pre-carriage and/or one-carriage of the Goods and/or for the storing, lightering, transshipment 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 eating as such is limited to that part of the transport causally undertaking to him in respect of such 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 Merchanis' reference, and in case the columns "Qicad Vessel") and "(Fromy") on the face hereof are filled up and tills off Lading is issued 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 on board 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 libry, whether or not arranged beforehand or indicated on the face hereof, to transship the whole or any part of the Goods, with or without notice, at any port or place for any purpose whatsoever, or to forward the same by any means of transport by water, land or air, whether owned or operated by the Carrier or not. The Carrier's liability shall, in this event, cease when the Goods leave the Vessel's tackle.

 18. (Over-carriage) In case the Goods or any part thereof can not be found during the Vessel's stay at the port of discharge, the

- air, whether owned or operated by the Carrier or not. The Carrier's haduny staus, at us systems, when a contrarged in case the Goods are, when found, to be forwarded to their destination at the Carrier's expense but free of liability for any loss, depreciation or damage arising from over-carriage or return-carriage.

 19. (Lien and Unclaimed Goods) (1) The Carrier shall have a lien on the Goods, which shall survive delivery, for all freight, dead freight, demurage, storage, general average, salvage, damages, loss, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any other contracts of carriage with the Merchant whatsoever, whether they mey be relevant to this Bill of Lading or not, and the cost and expenses of recovering the same, and may sell the Goods privately or by public auction without notice to the Merchant. If on sale of the Goods, the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

 (2) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's judgement the Goods will become deteriorated, decayed or worthless, the Carrier was and expenses of the Merchant.

 (2) (Notice of Claim and Time for Suit) (1) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the port of discharge before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery. The Goods and ball be deemed to have been delivered as described in this Bill of Lading.

 (2) In any event the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after 21. Obefences and Limits for the Carrier's hall be deficiences and limits for the Carrier's hall be deficiences and limits for the Carrier's hall be deficiences and limits for the Carrier's liability of loss of
- numerous packages or the purpose of the application or un immunation container or similar article including the entire contents thereof shall be considered as one package for the purpose of the application or un immunation of the particle of the particle of the particle of the Goods furnished by the Merchant who shall be deemed to have guaranteed the Carrier takes of the contents, weight, measure or value as furnished by him at the time of shipments, but the Carrier transport and examine contents, weight, measure or value of the Goods at the risks and expense of the Merchant of shipments but the Carrier transport and examine contents, weight, measure and value of the Goods at the risks and expense of the Merchant, case of incorrect declaration of the contents, weight, measure or value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier, (a) the balance of freight between the freight charged and that which would have been due, had the correct details been given, (b) as and by of liquidated and ascertained damages, a sum equal to the correct freight, plus (c) all expenses including attorneys fees incurred by the Carrier in ascertaining the inaccuracies and collecting all sums due to bim.

 (2) Full freight to the port of discharge and/or destination named herein shall be considered as completely earned on shipment of the Goods, whether the right be stated or intended to be prepaid or to be collected at the port of discharge, estimation 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 retain them irrevocably under any circumstances whatsoever, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up or frustrated or abandors at any stage of the Carriage. Full freight shall be paid on damaged or unsound Goods.

- whatsoever, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up or finistrated 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 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 Loading or of Discharge or the Place of Receipt or of Delivery or as specified in the applicable Carrier's Tairlf 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 through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further torice and dead freight shall be paid by the Merchant shall be liable for, and indemnify the Carrier aionst all uses, duties, taxes and charges including consular fees levied on the Goods all fines and/or loss sustained or incurred by the Carrier in connection with the Goods howsever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities. If the Carrier is of the opinion that the Goods howsever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities. If the Carrier is of the opinion that the Goods howsever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities. If the Carrier is of the opinion that the Goods howsever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities. If the Carrier is or carrier in connect

- 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 henefit 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 freight 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 York-Autwerp Rules. (1994) and as to matters not provided for by these Rules, according to the law alwages 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 bond and such cash deposit as the Carrier may deem sufficient to cover the estimated combination 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 Payment of the Carrier and the Ca

- of the Merchant.

 (4) Goods for Algier and Casablanca: Taxe de Péage to be paid by consignees.