

BILL OF LADING
FOR COMBINED TRANSPORT AND
PORT TO PORT SHIPMENT
NOT NEGOTIABLE UNLESS CONSIGNED "TO ORDER"

EXPORTER/SHIPPER		BILL OF LADING NUMBER	CON	ITAINER NUMBER		
			EXPORT REFERENCES	•		
CONSIGNED TO		FORWARDING AGENT				
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FOREIGN PORT OF UNLOADING ** *PLACE OF DELIVER*		CT BT ON-CARRIER				YES NO
CARRIER'S RECEIPT	PARTICULARS FURN	ISHED BY SHIPPER				
MARKS AND NUMBERS NO.OF PKGS	DESCRIPTION OF PACK	AGES AND GOODS			GROSS WEIGHT	MEASUREMENT
* APPLICABLE ONLY WHEN DOCUMENT USED AS A CO		DECLARED VALUE (For	AD VALOREM pur	nose only)		
		(Refer to claus	se 5 on reverse her			
In accepting this bill! of lading, any local customs or privileges to the Contrary notwithstanding, the shipper, consignee and owner of the goods and the holder of this bill of lading, agree to be bound by all the stipulations, exceptions and conditions stated herein whether written, printed, stamped or incorporated on the front or reverse side hereof, as fully as if they were all signed by such shipper, consignee, owner or holder.		FREIGHT AND DESCRIP	CHARGES TION OF CHARGE	RATE	PREPAID	COLLECT
In witness whereof three (3) bills of lading, all of this tenor and date have						
been signed, one of which being accomplished,						
TIDE LINE						
BYFOR THE CARRIER		TOTAL PREPAID				
		Т	TOTAL COLLECT			
DATED		i .				

BILL OF LADING CONDITIONS

- "Carrier" means STEIGER SHIPPING CO., Inc. doing business as TIDE LINE.
- B. "Merchant" means the Shipper, Consignor, the Receiver, the Consignee, the Owner of the Goods, and any other Holder of this Bill of Lading.

 C. "Goods" means the Shipper, Consignor, the Receiver, the Consignee, the Owner of the Goods, and any other Holder of this Bill of Lading.

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- ad Law of a State* shall be deemed to exclude all principles of private international law applied by such state

2. CONTRACTING PARTIES

Le COSTIGNAL TIME PARTIES.

The contract evidenced by this Bill of Lading is between the Shipper and the Carrier. The Shipper warrants to the Carrier that he is entitled and/or is duly authorized by any other person who owns or is entitled to possession of the Goods, or this Bill of Lading, and to deliver the Goods to the Carrier on the terms hereof. Without prejudice to the foregoing, each merchant agrees to accept this Bill of Lading from the Carrier and also to accept endorsement or delivery hereof from the Shipper. Consignee or any other prior endorsee or holder and or deliveree of the and also to accept controller for derivery nevent into incompact, compaging the any notice plant enhances in notice and not entired to face.

Goods. The Merchant confirms, ratifies and agrees to be bound by all of the stipulations, exceptions and conditions stated herein whether written, printed, stamped or otherwise incorporated on the front or back hereof and that the contract contained or evidenced herein shall be fully brinding between the Carrier and such Merchant in all respects. Each Merchant also agrees that all agreements previously made for the carriage of the Goods are supersoded by the contract contained or evidenced herein.

The Carrier shall be entitled to sub-contract on any terms, the whole, or any part of the carriage, loading, storing, warehousting, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. The Merchant undertakes that colaims or allegation shall be made against any servant, agent, or sub-contractor, including without limiting the generality of the foregoing terminal and depot operators and stevedores of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of them, any liability whatsoever in connection with the Goods, 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 servant, agent, and sub-contractor, including the generality of the foregoing terminal and depot operators and stevedores, shall have the benefit of all provisions here the hearth grain and trusted for social carrier as if such provisions were expressly for their benefit, and entering into this Contract, the Carrier to the extent of those provisions, does so not only on its own behalf, but as agent and truste for social networks never as the such as a contractor in the carrier of the extent of those provisions, does so not only on its own behalf the substance of the provision of the foregoing terminal and depot operators and servedores. The expression "sub-contractor" in this clause shall include direct and indirect sub-contractors and their respective severates and aeroits. The Carrier shall be entitled to sub-contract on any terms, the whole, or any part of the carriage, loading, storing, warehousing, handling and ve servants and agents.

4. SCOPE

4. SCOPE. The Goods may, at the Carrier's absolute discretion, be carried as a single or several shipments by the Vessel and or any other means of train and through any route whatsoever whether or not such route is direct, advertised or customary route. Any action taken by the Carrier or this clause or delay resulting therefrom shall be deemed to be included within the contractual carriage and shall not a decivation. She the Carrier be held inble in respect of such action, the Carrier shall be entited to the full benefit of all privileges, rights and immur. contained in this Bill of Lading

5. CARRIER'S RESPONSIBILITY

5. CARRIER'S RESPONSIBILITY
A. CLAUSE PARAMOUNT
a) Subject to clause 15 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named berein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated:—in. The Hague Rules or applicable legislation shall be deemed incorporated renew. The Hague Rules (or COGSA) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed on include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility shall instead be determined by the provisions of 5(C) below, but if such provisions are found to be invalid such responsibility shall as the subject to COGSA.
b) The Carrier's shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and reference or antifortive or mental to the vessel carrier of any applicable to any applicable to vessel and the vessel of the vess

of the current status of estimates of quantum grant and all rights of the conference of multiparties of multiparties of the conference of authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287 inclusive of the Revised Statutes of the United States of America and amendaments thereto and where applicable any provisions of sections 4281 to 4287 inclusive of the Revised Statutes of the United States of America) and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are

B. PORT TO PORT SHIPMENT

B. PORT TO PORT SHIPMENT
The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier is limited to that part of the Carriage from measurements of the Carrier shall not be fisible for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as squerot to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the Vessel without responsibility for any act or emission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading. is favorable than the terms in this Bill of Lading.

COMBINED TRANSPORT

- C. COMBINED TRANSPORT

 Save as is otherwise provided in this Bill of Lading, the Currier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.

 a) Where the stage of Carriage where the loss or damage occurred cannot be proved.

 (i) The Carrier shall be entitled to rely upon all exclusions of liability under the Rules or legislation that would have applied under S(AX(a) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA).

 (ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

- the extent that those. Enciors for which he is Bubbe have contributed to the loss or damage.

 (III) Subject to \$5(D)(c) below, where the Hague Rules (or any legislation applying such Rules or Hague-Visby Rules such as COGSA) is not compulsorily applicable the Currier's liability shall not exceed US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the Caim arises or the value of such Goods, whichever is the besiever.

 (IV) The value of the Goods shall be determined according to the commodity exchange price at the place and time of the Goods when the close is no such price, according to the current market price by reference to the normal value of the Goods of the sume kind, and quality, at such place and time.
- no une normal value of the Goods of the same kind, and quality, at such place and b). Where the stage of Carriage where the loss or damage occurred can be proved:

 (1) The liability of the Carrier shall be determined by the provisions contained in at which provisions. ed in any international convention or national law of the country

which provisions
(III) cannot be departed from by private contract to the detriment of the Merchant, and
(III) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage
where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such

international convention or national law applicable.

(IV) where neither (I) or (II) above apply any liability or the Carrier shall be determined by 5(C)(a) above D, GENERAL PROVISIONS.

a) DELAY, CONSEQUENTIAL LOSS

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage by delay or any other cause whatsoever and howseever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

b) PACKAGE OR SHIPPING UNIT LIMITATION

sorily applicable (such as COGSA) to this Bill of Lading apply, the Carrie Where the Hague Rules or any legislation making such Rules of shall not, unless a declared value has been noted in accordance with (e) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGA is US\$500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be US\$500.

c) AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT

EFIGUREAL DELLAKED VALUE OF PACKAGES OR SHIPPING UNIT
The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery
to the Carrier of the Goods for shipment. Such higher value being inserted on the front of this Bill of Lading in the space provided for and,
if required by the Carrier, extra freight paid in such case. If the actual value of the Goods shall exceed such declared value, the value shall
nevertheless be deemed to be the declared value and the Carrier's liability if any, shall not exceed the declared value and any partial loss or
damage shall be adjusted pro rate on the basis of such doclared value.

OBENINTION OF PACKAGE OR SHIPPONE. UNITY

camage shall be adjusted pro rata on the basis of such declar d) DEFINITION OF PACKAGE OR SHIPPING UNIT

sed to consolidate Goods and such Container is stuffed by the Carrier, the number of packages or shipping units stated

Where a Container is used to consolidate Goods and such Container is suffed by the Carrier, the number of packages or shipping units started on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the Carriage of Goods by sea. Except as aforesaid the Container shall be considered the package of shipping unit. The words 'shipping unit' shall mean each physical unit or price of cargo not shipped in a package, including articles and things of any description whatever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk the limitation applicable the limitation provided in such contrion or law which may be applicable and in no such event shall anything herein be construed to be a waiver of limitation as to Goods shipped in bulk.

It is agreed that superficial rust, evolution or any like condition due to moisture in not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions

exidation or the like did not exist on receipt

f) NOTICE OF LOSS OR DAMAGE.

The Carrier shall be deemed prima facia to have delivered the Goods as described in this Bill of Lading unless notice of loss 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

g. TIME-BAR The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsorily applicable, the period prescribed by such convention or law shall then apply

6. DEFENSES AND LIMITS FOR THE CARRIER

assess and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or duringe to so or whether the action be founded in the Contract or in tort.

The Locas or whether the action to commiscular the Commiscular of in fort.

7. SHIPPER PACKED CONTAINERS

A. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant, whether before, or after the Goods are received by the Carrier for transportation or delivered to the Merchant.

B. If a container has not been filled, packed, stowed, stuffed, or loaded by the Carrier, the Carrier shall not be liable for loss or damage to

- R. If a container has not been filled, packed, stowed, stuffed, or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents, and the Merchant shall indemnify the Carrier against any injury, loss, damage, liability, or expense incurred by the Carrier if such injury, loss, damage liability, or expense has been caused by:

 a) the manner in which the Container has been filled, packed, stowed, stuffed, or loaded, or,

 b) the unsuitability of redective condition of the container which would have been apparent upon reasonable inspection by the Merchant, at, or prior to the time the Container was filled, packed, stowed, stuffed, or loaded.

 C. If a Container which has not been filled, packed, stowed, stuffed, or loaded.

 C. If a Container which doesnot as fall and complete performance of the Carrier, is delivered by the Carrier with its seals intact, such delivery shall be doesnot as fall and complete performance of the Carrier's obligation hereunder, and the Carrier shall not be liable for any loss of, or damage to the contents of the Container.

 D. The Shipper shall inspect the Container of the Goods.
- itable for use for transportation of the Goods

8. INSPECTION OF GOODS

8. INSPECTION OF GOODS
The Carrier shall be entitled, but under no obligation, to open any Package or Container at any time and to inspect the contents thereof. If in thereupon appears that the contents or any part thereof cannot safely or properly be carried further, either at all, or without incurring, any additional expense or taking any measures in relation to such Package or Container, or its contents, or any part thereof, the Carrier may abandon the transportation thereof and or take any measures and or incur any reasonable expense to carry or to continue the carriege or to store the same ashore or affout under cover or in open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any reasonable and distinoual expense so incurred.
9. No representations are made by the Carrier as to the weight, contents, measure, quantity, quality, description, conditions, marks, numbers, or value of the Goods and the Carrier shall be under no responsibility whotsoever in respect of such description particulars.
10. SHIPPERS' RESPONSIBILETY

- A. The Shipper warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Shipper upon receipt of this Bill of Lading, and that such particulars furnished by, or on behalf of the Shipper are correct.

 B. The Shipper shall indemnify the Carrier against all loss, damage or expenses arising, or resulting from inaccuracies or inadequacy of such

- A. The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange.
- devaluation, and other contingencies relative to freight and charges in the Carrier's applicable Tariff.

 B. The freight has been calculated on the basis of particulars furnished by, or on behalf of the Shipper. The Carrier may at any time open any Container or other Package or Unit in order to re-weigh, ne-measure, re-classify, or re-value the contents, and if the particulars furnished by or on behalf of the Shipper are incorrect, it is agreed that a sum equal to the difference between the correct freight charged shall be payable
- C. Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any even

12. LIEN

12. LEN
A. The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this Contract and for general average contributions to whomsoever due and for all sums payable to the Carrier under this Contract and for that purpose shall have the right to sell the Goods by Public Auction or private treaty without notice to the Merchant. If on sale of the Goods the proceeds fail to cover the amount due and the cost incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

B. If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion, the Goods will become deseriorated, decayed, or worthless, the Carrier may at his discretion and subject to his lien and without any responsibility attaching to him, sell, abundon, or otherwise discrete or the Machanian or the Carrier's control of the Carrier's control of the Carrier's control of the Carrier's opinion, the Carrier may at his discretion and subject to his lien and without any responsibility attaching to him, sell, abundon, or otherwise discrete or the Machanian or the Carrier's control of the Carrier's control of the Carrier's opinion, the Carrier may at his discrete or the Machanian or the Carrier's opinion, the Condens with the Carrier may at his discrete or the Machanian or the Carrier's opinion, the Condens with the Carrier's may at his discrete or the Machanian or the Carrier's opinion, the Condens with the Carrier's may at his discrete or the Machanian or the Carrier's opinion, the Condens with the Carrier's opinion of the Condens with the Carrier's opinion, the Condens with the Carrier's opinion of the Condens with the Carrier's opinion of the Carrier's of the Merchan

MATTERS AFFECTING PERFORMANCE

- 13. MATTERS AFFECTING PERFORMANCE
 A. Means of transportation: The Carrier may, while remaining fully liable, use, or substitute any vessel, or other means of transportation to fulfill its obligations under this Bill of Lading without giving notice to, or without obtaining the express consent of the Merchant.

 B. Sob-contracting: The Carrier, while remaining fully liable to fulfill its obligations under this Bill of Lading, shall be entitled to sub-contract on any terms, to any person or entity it may choose, for all or any part of said obligations, without notice to, or without he express consent of the Merchant.

 C. If at any time the performance of the contract evidenced by this Bill of Lading is likely to be affected by any hindrance, risk, depty, difficulty.
- x. is an any time the performance of this contract evolutioned by this bits of Lading's statety to be anexicating any inhaffance, risk, selling, difficulty of disadvantage of whistoever kind which cannot be avoided by the exercise of reasonable endeavors, the Carrier (whether or not the transport has commenced) may without notice to the Merchant, treat the performance of this Contract terminated and place the Goods or any part of them at the Merchant's disposal at any port or place whistoever which the Carrier may consider safe and advisable in the circumstances whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier will nevertheless be entitled to full resignt and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery for transportation. at such port or place.
- stances referred to in sub-clause C above, shall include, but not be limited to, those caused by the existence of appro-D. The circui D. The circumstances referred to in sub-clause C above, shall include, but not be limited to, those caused by the existence of apprehension dwar, declared or undeclared, hostilities, warrike or belligerent acts or operationes, rists, civil commotion, or other disturbances; closure of, obstacles in or danger to any canal, blockade of port or place or interdict or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions, strikes, riots, 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 what, sea terminal, or any other handling of the Goods, epidemics or diseases; bud weather, shallow water, ice, landslide, or other obstacle in navigation or haulage.

14. DANGEROUS GOODS

- 14. DANGEROUS GOODS

 A. The Merchant undertakes not to tender for transportation any Goods which are dangerous, inflammable, radio-active, or of damaging nature, without previously giving written notice to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations which may be applicable during carriage. The Carrier or the Master may however, in their absolute retion, reject any such cargo.
- B. If the requirements of sub-clause A are not complied with, the Goods may, at any time or place, be unloaded, destroyed or n
- B. If the requirements of sub-clause A are not complical with, the Goods may, at any time or place, be unloaded, destroyed or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage, or expense arising out of the Goods being tendered for transportation or handled, or carried by the Carrier. Further, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.
 C. If the Goods of dangerous, inflammable, radio-active or damaging nature which were tendered in compliance with sub-clause A, shall become a danger to the Vessel, cargo, or any other property or person, such Goods may in like manner, be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage, or expense which the Carrier could not avoid by the exercise of reasonable diligence, but incurred as a result of the Carriage of such Goods.
 15. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK
 A. The Goods may be stowed by the Carrier to containers or similar articles of transport used to consolidate goods.

- I.S. UFTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

 A. The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate goods.

 B. Goods stowed in Containers, whether by the Carrier or by the Merchant, may be carried on deck or under deck without notice to the Merchant unless on the face betreoff it is specifically stipulated that the Containers will be carried under deck, and if carried on dock, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such Goods (other than livestock) whether carried on deck or under deck and participate in general sevenge and shall be deemed to be within the definition of Goods for purpose of the Hague Rules or similar provisions of any other Acts which may be applicable.

 16. REGULATION RELATING TO GOODS

 The Merchant shall comply withat I regulations or requirements of Containers.

The Merchant shall comply with all regulations or requirements of Customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses, or losses incurred or suffered by reason thereof, or any illegal, incorrect or insufficient marking, numbering, or addressing of the Goods, and indemnify the Carrier in respect thereof.

17. GENERAL AVERAGE

General average shall be adjusted at any port or place at the option of the Carrier in accordance with the York-Antwerp Rules, 1974. If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes personal responsibility to pay such contributions and to provide a cash deposit or other security for the estimated amount of such contributions is the Carrier shall reasonably require.

18. VARIATION OF THE CONTRACT, ETC.

and or agent of the Carrier shall have the power to waive or vary any terms of the Bill of Lading unless such waiver or variation is ng and is specifically authorized or ratified in writing by the Carrier in this connection.

19. NEGOTIABILITY

- 19. NEGOTIABILITY.
 A. This Bill of Lading shall be non-negotiable unless made out "to order", in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or transfer the Goods herein described.
 B. This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated, or transferred for valuable consideration to a third party acting in good faith

20. CARRIER'S TARIFF

20. CARKIER'S LAMP!

The provisions of the Carrier's applicable Tariff, if any, are incorporated berein. Copies of such provisions are obtainable from the Carrier or his Agents upon request, or where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency this Bill of Lading and the applicable Tariff, this Bill of Lading will prevail.