TRADEWINDS INTERNATIONAL, LLC

Bill of Lading			·	NOT NEGOTIABLE UNLESS C	ONSIGNED "TO ORDER
SHIPPER (NAME, ADDRESS, PHONE)		(1)	DOCUMENT NO. (11		NLY
YOUR COMPANY			EXPORT REFERENCES	:	(12)
		ZIP CODE			
CONSIGNED TO ORDER Name, Address, Phone		(2)	FORWARDING AGENT - REFERENCES		(13)
			POINT AND COUNTRY OF ORIGIN		(14)
YOUR CONSIGNEE			USA OR CANADA		
NOTIFY Name, Address, Phone	. 1 .	(3)	DOMESTIC ROUTING / EXPORT INSTRUCTION:	S	(15)
PLACE OF RECEIPT**COMBINED TRANSPORT	(4) PRE-CARR	IAGE BY (5)			
INTENDED OCEAN VESSEL (See Clause 2) (Flag) (6) PORT OF L	OADING (7)			
PORT OF DISCHARGE	(8) ON CARRIA	AGE BY (9)	PLACE OF DELIVERY** COMBINED TRANSPORT YOUR INTL DE	STINATION	(10)
CARRIER'S RECEIPT	(16)	PARTICULARS FU	IRNISHED BY SHIPPER - NOT	CHECKED BY CARI	RIER (17)
MARKS AND NUMBERS N	O. OF PKGS. CHECKED	SHIPPERS DES	CRIPTION OF THE GOODS	SHIPPER'S GROSS WEIGHT KILOS POUNDS	SHIPPER'S MEASUREMENT
		тнм			
TOTAL NO. OF COGSA PKGS. (See Clause 14)			DX FOR MERCHANT'S USE ONLY - NOT	I I PART OF B\L CONTRAC	T

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	FREI	GHT CHARGES		(18)				
BASIS	RATE	PREPAID	COLLECT					
			-					
•								
`								
The declare value of the GOODS is \$ (19)		TOTAL	TOTAL					
CEIVED in apparent external good order and condition the containers, packages or units bearing marks or numbers indicated								

RECEIVED in apparent external good order and condition the containers, packages or units bearing marks or numbers indicated in the "Carrier's Receipt", above, said by the shipper to contain the quantity of goods, weights and measurements indicated in "Particulars Furnished by the Shipper", above, which particulars have not been checked by the Carrier. Such particulars are for Shipper's and Consignee's use only, are not part of the bill of lading terms and are not binding on the carrier. If this bill of lading is issued for intermodal Combined Transport (see Clause 18) and is stamped and initiated "Shipped on Board", it means on board of any mode of transport utilized by the Carrier. Carrier has the right to stuff cargo into containers and to carry containers, including flatracks and canvas-topped, vans, trailers, trucks, or similar rolling equipment, yachts, and oversized or hazardous goods on deck of any vessel.

IF THIS IS A NEGOTIABLE (TO CADER OF) BILL OF LADING 3 ORIGINALS HAVE BEEN SIGNED, ONE BEING ACCOMPLISHED THE OTHERS TO STAND VOID. If this is a non-negotiable (straight)bill of lading, the carrier shall have the right, but not the duty, to deliver cargo without surrender of the bill of lading.

"CONTINIENT ON REVENSE SIDE - READ CABEFULLY"

"CONTINUED ON REVERSE SIDE - READ CAREFULLY"

TRADEWINDS INTERNATIONAL, LLC. SAMPLE COPY

As Agent for Carrier:

Dated:

Ву:





TERMS CONTINUED FROM FACE HEREOF

IN ACCEPTING THIS BILL OF LADING, the Merchant agrees to be bound by all of its terms, conditions and limitations, as well as the provisions of the Carrier's Tariff Rules and Regulations, which shall be considered incorporated herein as if set forth at length and which shall govern the relationship between the Merchant, as defined below, and Tradewinds International and the Owner or Demise Charterer of the ocean vessel. The names of the Owner and/or Demise Charterer may be obtained from the Carrier's Agent or from Lloyd's Register. The Carrier shall have the right, without notice, to ship goods on a substitute vessel or other watercard of this or any other carrier, or by another mode of transport.

- 1. Clause Paramount. For suits in the U.S.A., this Bill of Lading shall hower effect subject to the provisions of the U.S. Carriage of Goods by Sea Act. 1936 ("COGSA") in respect of corriage of goods to and from a port of the United States or its possessions. It, however, suit is brought in Canada and the goods are shipped from a port in Canada, this Bill of Lading shall have effect subject to the terms of the Canadian Carriage of Goods by Water Act. 1985. If suit is brought outside the U.S. or Canada, this Bill of Lading shall have effect subject to the provisions of the Hague Rules contained in the international Convention for Unification of Certain Rules Relating of Bills of Lading And Brussels August 25, 1924, as enacted in the country of shipment, or if no such enactment is compulsorily applicable, the provisions of COGSA. Canadian Carriage of Goods by Water Act, such enactment or solid Convention, whichever may be applicable, are hereby incorporated herein and shall apply throughout the entire time the goods are in the Carriar cs substy, including before loading and after discharge as long as the goods remain in the custody the Carrier or its subcontractors. Nothing herein contained is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or iltrahilative or in increases of any of its responsibilities or liabilities under COGSA or the Canadian Carriage of Goods by Water Act, said enactment or the Convention, or Clouse 18(5) hereof.
- 2. Definitions. In this Bill of Lading, the word "Vessel" shall include the vessel named herein, or any substituted vesset, feeder vessel, lighter or other watercraft utilized by the carrier, the word "Carrier' shall include Iradewinds International, the vessels, their owners, operators and demise charterers. The word "Merchant' shall include the shipper, consignee, the holder of this Bill of Lading, the receiver and the owner of the goods. The word "Goods" shall mean the merchandise and articles of every kind which belong to the Merchand or any third party. The word "Charges" shall include freight and all expenses and money colligations payable by the Goods or Merchant. The word "Package' shall include any container, van, trailer, pallet or craise. The words of the third water of the word "Accepted of the Werchant. The word "Package' shall include any container, van, trailer, pallet or craise. The words of the wind water of the words "Accepted of the pages" of the Merchant. The word "Government" and "Authorflies" shall include the United Nations or any similar international organization, as well as a sovereign state or political subdivision thereof, port authorfly, customs official and any person acting or purporting to act for any
- 3. Defenses Extended to Subcontractors and Others. It is expressly agreed that the Master, officers, crew members of any vessels used in performing the carriage and all other agents, representatives, subcontractors, stevedores, pier guards, terminal operators, towers and truckers or tall carriers engaged by the Carrier, as well as any subcontractor engaged by such persons, shall each be a beneficiary of this contract and shall be entitled to all exemptions, immunities and defenses or limitation of liability and time to sue which the carrier had under this Bill of Lading, and under COGAS. Canadian Carriage of Goods by Water Act, the enactment or Convention, which is applicable under Clause 2 heteroin, and all such persons shall to this extent be deemed to be a party to the contract evidenced by this Bill of Lading.
- 4. Right to Carry on Deck, Deck Cargo, Carifer shall have the right to stow goods in containers, vano at faciles and to carry containers, vans, trailers, trank containers, trucks or similar items, yacitis and hazardous cargo on deck of the vessel without notice to the Merchant, and if carried an deck such cargo shall by this contract be subject to the provisions of COSSA, Canadian Carriage of Goods by Water Act, the enactment or Convention which is applicable under Clause 2 hereof, notwith-standing any exclusion of an deck cargo therein, and the Carrier shall not be required to specially note any statement of such deck carriage on this Bill of Lading, any custom fetithe-contrary notwithstanding. With respect to goods carried on deck sind stated herein to be a carried, all this of loss in againing emisteral in such carriage shall be borne by the Vericharth. But otherwise U.S. COSSA defenses and limitations shall input to the task ends.
- 5. Merchant's Responsibility. The weignts of single pieces or packages exceeding two (2) tons shall be acclared in writing by the Shipper and clerky and durably marked on the outside of each piece or package and Merchant shall be liable to pay extra charges for loading, handling, transhipping or discharging in accordance with fairlif roles. The Merchant guarantees the accuracy of the particulars turnished to the Carrier by the shipper, including weight and measurement and the type of package actually shipped in a sealed container. The Merchant warrants that the goods are safely and securely packed in containers, and warrants that if has fully disclosed the number of packages packed by if or its agent inside the container and agrees that the "package" for limitation purposes if any, shall be any palletted and/or unitized for the convenience of the Merchant, regardless of whether sold pallet or unit is disclosed on the face hereof. Merchant further warrants that if had assertained and fully disclosed on the face hereof in the Particulars any hazardous or potentially dangerous characteristics of the goods.

The Merchant warrants that any Merchant loaded and sealed container tendered to the Carrier is in conformity with all applicable international and/or national regulations relating to the safe and proper carriage of confolnerised cargo.

6. Containers Stuffed by Shipper. The Carrier shall not be responsible for the safe and proper stowing of goods in containers is such containers are loaded with goods by the Shipper, or its agent, consolidator or inland carrier, and no responsibility shall attach to the Carrier for any loss or damage acussed to contains by shifting, overloading or Improper packing of containers. Containers not loaded by the Carrier, shall be properly secled and the seal clientification reference, as well as the container reference, shall be shown herein. The Shipper, or its agent, shall inspect containers before loading them. Loading of such containers shall be prima facile evidence that the containers were sound, waterlight and suitable for shipment of the particular goods described herein. The Merchant agrees to be liable for.

and shall indemnify and hold harmless the Carrier, and the Carrier shall have a lein on the goods for any kind of property damage or personal injuries caused by the contents of said container(s) at any time to property or the persons, also for any loss, damage, delay, or expense whatever including legal fees and expenses resulting from any failure of the Shipper, or its agent, to comply with provisions of this poragraph or of Clause 5, about

- 7. Duration of Liability, Port-to-Port Transport, Reconditioning of Goods and Repair of Containers. Carrier's Lien. The Carrier's Control or responsibility shall not commence until received by the Carrier of port of loading, regardless of whether a Dock Receipt issued on behalf of the Carrier. Delivery of Port-to-Port shipment shall take place when the goods are discharged onto a safe whart, card to other loading place. The Merchant shall check vessel's arrival with Carrier's agent and be ready to take delivery, as soon as goods are landed, including Saturdays, Sundays, and holidays. Where goods are landed, including Saturdays, Sundays, and holidays. Where goods are according to custom of discharge port, turned over to port authorities, stevedores, or watercraft shall be considered final delivery to Merchant. If the Merchant folis to take delivery of such authorities, stevedores or watercraft shall be considered final delivery to Merchant. If the Merchant folis to take delivery of the goods as provided herein, containers may be unstuffed and the goods stored at the risk and expense of the goods and after 30 days may, at option of the Carrier, be deemed abandoned and sold for the account of whom it may connean. The Merchant shall be liable for and shall indemnify the Carrier and vessel, and the Carrier shall have a lein on the Goods for all expenses of storage, sole, coopering, repairing, furnigoling, repacking or reconditioning the goods. Carrier shall also have a lien on the Goods for all expenses incurred in repairing containers damaged while in the custody of the Merchant, for demurge on containers, for terminal storage charges and for all legal fees and expenses incurred in connection with the enforcement of any provision of this Bill of Lading. The Carrier's lien shall survive delivery and may be enforced by private or public sale without notice.
- 8. Scope of Voyage, Delay, Consequential Damage. The scope of voyage herein contracted for may or may not fullude usual or customary or advertised ports of call whether named in this contract or not. The Carrier does not undertake to load, carry, or discharge carge on or by any particular vassel, date or time. Advertised sallings and arrivals are only estimated time, and such schedules may be advanced or delayed without notice. In no event shall the Carrier be liable for consequential damages or only delay in scheduled appartures or arrivals of any vessel or other conveyances used to transport the goods by sea, land or air.
- 9. Liberties. In any situation whether existing or articipated before commencement or during the voyage, including political furnoil, strikes and work stoppages or bad wearther which in the Master's judgment may give rise to risk of damage, delay or disadvantage to the vessel, her cargo or persons aboard or make it imprudent to begin or continue the voyage, or to enter or discharge at any port, or give rise to delay or difficulty in orthing on leaving any port, the Cartier may dedine to receive, keep, or load the goods or may discharge the goods of any safe port, so retain the goods on board until the return fits of such time as the Master thinks advisable, or may forward or transpire the goods, or may require the Merchant to take delivery at port of shipment or elsewhere, and if it falls to do so promptly, the Carrier may store, the goods at the expense and risk of the goods. For extra services rendered pursuant to this clause the Carrier risk also entitled to reasonable extra compensation.
- 10. Transhipment. Where the goods are consigned to a port, or place not served by the Carrier, and transhipment is indicated on the face hereof, the Carrier may, without natice, tranship the goods by any other vessel or other means of transportation not operated by the Carrier. The Carrier in making any arrangements for transhipment by any means at transportation and operated by it, shall be deemed the ACENT of the Merchant without days other responsibility whatsoever. The en-carriage shall be subject to the Items of the on-carrier's current regular form of Bill of lading or other contract, whether issued or not, even though such terms may neglect any other themselves be less favorable to the Merchant train the terms of this Bill of Lading, which shall appeared only as a tecepor of accument of title (if negationly) after transhipment has pook may be stored ashore or allocat their risk and excesse until collected by the Merchant. Any and all liability of the Carrier incurred in connection with transhipment shall, in all respects, be subject to the terms and conditions contained herein; including but not limited to Clause 14, Umitation Per Pockage of resignt hut.
- 11. Goods Not Identifiable. Goods not identifiable by marks or numbers shall be allocated for completing delivery to the various consigness of goods of like character in proportion to any apparent loss or damage. Any loss or damage to combined shipments of bulk carps shall be apportioned among them.
- 12. Freight and charges. Carrier's Uen. Freight may be colculated on the sous of the Shipper's Particulates but the Carrier may open the containers or packages and examine, weigh and measure the goods to verify freight charges, and if such particulars are found to be erroneous and additional freight is payable, the Merchant shall be liable therefore and also for any expense thereby incurred. Full freight to the named port of discharge and other charges (including charges by on-carriers) shall be completely earned. Full freight to the goods by the Carrier, whether prepaid or callect, and the Carrier shall be entitled to all freight and charges, and any extra expenses incurred in respect of the goods. Whether actually polid or not, and to receive and retain them under all circumstances, vessel and/or cargo lost or damaged. or the voyage changet, borken up, frustrated or abandoned. All unpoid freight and charges shall be poid in full, without offset, counterclaim or deduction, in the currency of the port of shipment or, at Carrier's option, of the port of discharge at the demand rate of New York exchange quaded on the day of roll freight charges, and sums referred to herein and may enforce this lien by public or private sale without notice and shall be entitled to recover all expenses and afforcers.

The Shipper, Consignee and owner of the goods and holder hereof shall be jointly and severally liable to the Carrier for the payment of all fielight and charges and for the performance of the obligations of each of them hereunder. Any freight broker, forwarder, person, firm or comparation engaged by any part to perform forwarding services with respect to the cargo shall be consider to be the exclusive agent of the Merchant for all up-poses, and any payment of freight to such third parties shall not be considered payment to the Carrier in any event.

The Merchant shall be liable for and shall indemnify the Carrier against: (1) all duties, taxes, consular fees, and other levled on the Goods, and (2) all fines, penalties, liquidated damages, dam-

ages, and losses sustained by the Cartier in connection with Good, including Mechants' failure to comply with lows and regulations of any public authority or governmental agency in connection with the Goods, including Merchants' failure to comply with laws and regulation of any public authority of opvernmental agency in connection with the goods, failure to procure consular, board of health, corther certificates to accompany the Goods, or any failure to provide correct and accurate information or particulars respection the goods required by law or regulation which the Cartier relies upon in preparing, execution or filling any document in compliance with thilaws and regulations of any governmental authority or agency. The Merchant shall be liable for return freight, storage, demurage and other charges on any goods refused exiportation or importation, of held pending approval to export or import, by any governmental authority or agency.

- 13. General Average and Salvage. General Average shall be obligisted, stated and settled in New York occarding to Verk-Antwerp Rules 1994 expect Rule XXII (or any subsequent amendments thereto) and, as to matters not thereto provided for, according to the laws and usages at New York. Average agreement or bond and such cash deposit (payable of Carrier's option in United States currency) as the Corrier may feature as additional security for the contribution of the Geodis and solvage and special charges thereon, shall be furphished before delivery.
- In the event of accident, danger acmage or disaster, before or after commencement of the viavage resulting from any acuse whatsever, whether due to inegridence or not, for which, or for the consequence of which, tile Corrier is not respossible by statute, contract, or otherwise, the goods and the Merchant shall, jointly and severally, centrabute, with the Corrier in General Average to the payment of any scartifies, blasses, or expensed of a General Average and special changes incurried, in respect of the, goods, as determined by a duly appointed independent General Average oduster, and his determination acts to liability of General Average contribution and his acterimination as to liability for General Average contribution and his acterimination as to liability for General Average contribution and his computation to the same shall be final and braiding on all parties to the verhile. If a safe vagrigating is owned or operated by the Carrier, salvage shall be paid for as suly and in the same matter as if such salvaging ship or shap belief to stronger.
- 14. Umilation Per Package or Freight Unit. In does of any loss or damage to or in corinection with goods or dack carge exceeding in actual value \$500. Solvuli money of the binled States, per package or, in case of goods not shipped in packages, per customary freight unit, the value of thisped in packages, per customary freight unit, on which boss the freight is odjusted, and the Carrier's lability in any capacity including as agent for arranging off-carriage. If any, shall be determined on a value of \$500 per package or per customary freight unit, unless the nature of the goods and a valuation higher into \$500 per package or per customary freight unit, unless the nature of the goods and a valuation higher into \$500 shall have been declared in writing by the shipper upon delivery to the Carrier and inserted in this Bill or Lading on the ireverse side under Freight Charges and extra freight pold, and in such case if the actual value of the goods per package of per customary freight unit shall exceed such declared value, he value shall nevertheless be deemed the declared value and the Carrier's lability in any capacity, if any, shall not exceed the cactage value, it is agreed that the meaning of the word "package" includes a container, van, trailer or a pallet, skild or cradel shipped hereunder.
- Ib., Limitation of Liability and Fire Statues. The Carrier whether swiner or time or voyage Charterer of the vessel shall be entitled foithe full benefit of, right 1o, all limitation of, or exemption from, liability contained in Sections 4281 to 4286 both inclusive of the Revised Statutes of the United States, and anneadments thereto, and any other provisions of the laws of the United States or of any other country whose laws shall appear in this Bill of Loding shall operate to limit or deprive the Carrier of any statutory protection or exemption from, or limitation of liability, which would have been applicable in the absence of any terms set forth herein, or to increase its responsibilities or liabilities under any statue.
- 16. Notice of Loss. Time Bar. Low and Jurisdiction. Notice of loss or damage or any other claim of whatsoever description and its general nature must be given in writing to the Conier or its opent at the port of discharge or place of delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery. If the loss or damage is not apparent, the written notice must be given within three days of the delivery. In any event, the Carrier, the vessel and others mentioned in Clause 3, shall be discharged from liability in any capacity unless suit is brought within one year after delivery or the date when goods should have been delivered under a port-to-port Bill of Lading, or in case of a combined transport Bill of Lading or when loss and/or damage occurs during any non-marine portion of the transport, within the time period provided by the land and/or rapicable taff, event if such time period is less than one year. Claims and disputes arising under or in connection with this Bill of Lading shall be referred exclusively and be subject to the sole and exclusive jurisdiction of the United States District Court, District of New Jersey, and U.S. Law, including U.S. COGSA, 1936, and its \$500 limitation shall be applied in such suit.
- 17. Both to Blame Collision. If the vessel comes into collision with another vessel or vessels or any other object, as a result of fault or negligence on the part of the other vessel or other object, or of those charged with the operation or maintenance thereof, and any act, neglect or default of the Master, ploit, mariners or servants of the Carrier in the novigation or management of the vessel, the Merchant Will indemnify the Carrier against all loss or liability, to other or non-carrying vessel or vessels or other objects so fine, its or their owners insport or such loss or liability represents loss of, damage to, or any claim whatsoever of said goods or the owner thereof, poid or payable by the other on non-carrying vessel or vessels or other objects or the control of the objects or the complex of the objects or the control of the objects of the objects or the control of the objects of the objects or the control of the objects of the objects or the control of the objects of the objects or the objects or the control of the objects of the objects or the objects of the objects or the objects of the
- 18. Combined Transport. If "Place of Receipt" and/or "Place of Delivery", Boxes 4 and 10 on the front hereof, are filled out, and opplicable freight is paid, this is a Combined Transport Bill of Lading, Where, in case of Combined Transport, the loss or domage has occurred during the non-maritime part of the carriage (land or air), the liability of the Carrier in respect of such loss or damage shall be determined.
- by the provisions contained in any international convention or national law applicable to the means of transport utilized, if such convention or law vould have been compulsating patients of the case a separate contract had been made in respect to the particular stage of transport concerned, or

- b) where no international convention or national law would have been compulsarily applicable, by the land or air cartier's contract of carriage, including any limitations and exceptions contained therein, which contract the Merchant and this Carrier adopt and incorprorte by reference, it being the intent of these parties that this Carrier's rights and labilities shall be commensurate with those of the underlying land or air carrier, or c)— if any court shall determine that no international convention or national according to the control of the would have been computably applicable and that the Carrier may not determine its liability, if any, by
- c) If any court shall determine that no international convention or national law would have been compulsarily applicable and that the Carrier may not determine its liability, if any, by reference to the contract of carriage of the land or or carrier's contract of carriage or where said land or air carrier does not have a contract of carriage, then it is contractually agreed as between Merchani and Carrier that the Carrier's liability shall be determined as if the loss and/or damage complained of took place while on board the vessel.
- 19. Refrigeration, Healing, Insulation, or Verilliation. Special actioners or cargo space with refrigeration or healting or insulation or mechanical ventilation shall not be furnished unless contract for on the face of this Bill of Lading and extra freight paid. If a carriage temperature is noted on the Bill of Lading, the Merchant shall deliver cargo to the Carrier at plus or minus 2. Degrees of from noted temperature, and the Carrier shall exercise due diligence to maintain such remperature, plus or minus 2. Degrees of from noted temperature, and the Carrier shall not be responsible for control and care of refrigeration units on containers when such containers are not in the actual possession of the Carrier. The Carrier does not warrant refrigeration machinery but shall exercise reasonable care in its operation and maintenance, while in the actual possession of the Carrier. Carrier will not accept responsibility for the recording of temperatures in any farminisher than any Reefer Log Book maintained on board the carrier, in each carrier will not quarantee compliance with any governmental program or protocol with regard to cargo unless indeed on the front hereof and unless additional freight is goined.
- 20. U.S. Trade Routes. If this Bill of Lading is issued for carriage originating in or delivered at any place in the United States of America, then this Bill of Lading shall be exclusively subject to the United States Carriage of Goods by Sea Act and nothing contained herein shall constitute a walvet by the Carrier of any of the United States and Imritations contained in said Act. Specifically and without limitation, any claim for damage and/or loss of cargo shall be subject to the US. \$50.00 limitation contained in the U.S. Carriage of Goods by Sea Act and nothing herein shall constitute an agreement by the Carrier to increase said limitation amount.

The terms and provisions of the United States Federal Bill of Loding Act ("Pomerene Act") are hereby incorporated into this Bill of Loding contract for any shipment originating outside of the United States of America or its territories or possessions, which is destined for deliver in the United States of America or its territories or possessions, as if said Act was compulsorily applicable to such corriage.

21. Dangerous Goods. No Goods which are or may become dangerous, inflormable or damaging (including radioactive material), or which may became liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without the express written consent of the Carrier and without the container or other covering in which the goods are to be carried as well as the goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such goods and so as to comply with any applicable laws, regulations or requirements. If any such goods are delivered to the Carrier without such written consent and/or markings, or if in the opinion of the Carrier the goods are or are liable to become of a dangerous, inflammable or damaging nature, they may be at any time destroyed or disposed of, or abandoned or rendered harm-less without notice and without compensation to the Merchant and without prejudice to the Carrier's right to freight and the Carrier's fight to seek damages for any los or expense associated with the goods, including reasonable attorney fees. The Merchant undertakes that such goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and compliance with all laws or regulations which may be applicable to the carriage.

Whether or not the Merchant was aware of the nature of the goods, the Merchant shall inderninly the Carrier against oil colins, losses, damages, and expenses arising in consequence of the carriage of such goods, including but not limited to damage to the Vessel, properly of the Carrier and its agents and servants as well as cargo belonging to other parties.

Nothing in the Clause shall act to deprive the Carrier of any right, limitation and/or exception appearing herein.

- 22. Separability of Terms. Final Contract. The terms of this Bill of Loding shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any settent, it shall be invalid to the stern, but in further and such discursions shall not affect the validity or enforceability of any other term or provision hereof. This Bill of Loding is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal. This Bill of Loding and its terms and conditions may not be changed arally. Description of Particulars of Goods. Any description on the face of this Bill of Loding on farcis, quality, quantity, weight, measure, nature, value, or any other particulars of the Goods is as furnished by the Merchant The Carriers hall not be responsible for the accuracy of any such description and is not bound thereby. The Merchant warrants to the Carrier than the descriptions of particulars that he furnishes are correct, and the Merchant shall indemnify the Carrier against all loss, damage, expense, lobility, penalties or liquidated damages resulting from inaccuracy of any description of particulars for any purpose, including the Carrier's compliance with the laws and regulation of any governmental agency or authority.
- 23. Description of Particulars of Goods. Any description on the face of this Bill of Lading of maris, aquility, quantity, weight, measure, nature, value, or any other particulars of the Goods is as further the accuracy of any such description and is not bound thereby. The Merchant warrants to the Carrier that the descriptions of particulars that he furnishes are correct, and the Merchant shall indemnity the Carrier against all loss, damage, expenses, liability, penalties or liquidated damages resulting from inaccuracy of any description of particulars or other information provided to the Carrier by the Merchant for any purpose, including the Carrier's compliance with the laws and regulations of any governmental agency or authorize.
- 24. Jurisdiction and Applicable Law. The claims arising from or in connection with or relating to this Bill of Lading shall be exclusively governed by the law of the United States. The United States District Court for the District of New Jersey shall have sole jurisdiction over any action brought against the Carrier and any such action may only be brought in said court.