1. DEFINITIONS.

"Carrier" means the company or entity designated as carrier on Page 1. "Contract" means the contract of carriage pursuant to the booking note and the bill of lading (when issued). "Discharging Port" and "Loading Port" mean the respective ports or places named on Page 1. "Cargo" shall mean any goods or equipment or other items described on Page 1. Merchant" includes the charterer, shipper, receiver, consignor, consigner, the holder of the bill of lading, the owner of the cargo, any person who has booked the Contract and any person entitled to possession of the cargo. "Vessel" means the vessel designated on Page 1 hereof or a substitute vessel.

2. NOTIFICATION

2. NOTIFICATION.
(a) Any mention in the Contract of parties to be notified of the arrival of the cargo is solely for the information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.
(b) Should the Carrier anticipate that, for whatever reason, the Vessel will not be ready to load the cargo on or about the time for shipment, the Carrier will notify the Merchant thereof without delay stating the expected time of the Vessel's readiness to load and asking whether the Merchant will exercise the option of cancelling the Contract or agree to a new time for shipment.

shipment.

(c) The Merchant must exercise its option of cancelling by written declaration within 48 running hours after the receipt of the Carrier's notice. If the Merchant does not exercise the option of cancelling, then the expected time of the Vessel's readiness to load as stated in the Carrier's notice shall be the new time for shipment. This sub-clause (c) shall apply any time the Carrier requests amendment of the time for shipment.

3. LIABILITY FOR CARRIAGE BETWEEN LOADING PORT AND DISCHARGING PORT

3. LIABILITY FOR CARRIAGE BETWEEN LOADING PORT AND DISCHARGING PORT

(a) The International Convention for the Unification of Certain Rules of Law relating to Bills
of Lading signed at Brussels on 25 August 1924 ('the Hague Rules') as amended by the
Protocol signed at Brussels on 25 August 1924 ('the Hague-Visby Rules') and as enacted
in the country of shipment shall apply to this Contract.

(b) When the Hague-Visby Rules are not enacted in the country of shipment, the
corresponding legislation in the country of destination shall apply, irrespective of whether such
legislation may only regulate outbound shipments. When there is no enactment of the HagueVisby Rules in either the country of shipment or in the country of destination, the Hague-Visby
Rules shall apply to this Contract save where the Hague Rules as enacted in the country of
destination, apply compulsorily to this Contract.

(c) If the contents of a container or similar article of transport are not made known to the
Carrier priot to loading, the container or such article of transport shall be deemed a "package"
or "unit" under the applicable cargo liability regime as provided herein.

(d) The Protocol signed at Brussels on 21 December 1979 ('the SDR Protocol 1979') shall
apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

(e) the Carrier shall in no case be responsible for loss of or damage to cargo arising prior to

(c) The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo or hie animate. (f) The Carrier shall not be liable for any consequential loss whatsoever sustained by the Merchant, including but not limited to delay of the goods unless the goods have been delayed by the Carrier and/or his servants, agents or independent contractors with the intent to linitic such a loss. If the Carrier is nevertheless held liable in respect of delay or in respect of consequential loss or damage other than loss of or damage to the cargo, the liability of the Carrier shall be limited to the freight for the carriage covered by this bill of lading, or to the limitation amount as determined by sub-clauses 3 (a)-(d) or if applicable, Special Clauses, whichever is lowest. (g) The aggregate liability of the Carrier and/or any of his servants, agents or independent contractors under this Contract shall, in no circumstances, exceed the limits of liability for the total loss of the carrou under sub-clauses 3 (a)-(d) or if applicable. Special Clauses.

total loss of the cargo under sub-clauses 3 (a)-(d) or, if applicable, Special Clauses

total loss of the cargo under sub-clauses 3 (a)-(d) or, if applicable, Special Clauses.

4. LAW AND JURISDICTION.

Whenever U.S. COGSA applies, whether by virtue of carriage of cargo to or from the United States of America or otherwise, any dispute arising out of or in connection with this Contract shall be exclusively determined by the United States District Court for the Teastern District of Louisiana, and in accordance with the law of the United States. In all other cases, this Contract shall be construed in accordance with English law, and any disputes arising hereunder shall be referred to and finally resolved by arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof, to the exclusion of all other forums, in accordance with the London Maritime Arbitration Association (LIMAA) Terms current at the time when the arbitration proceedings are commenced. The Tribunal for any arbitration shall be comprised of three (3) arbitrations. LIMAA Small Claims Procedure to apply where neither the claim nor any counterclaim exceeds the sum of US\$ 100,000. In any case where the LIMAA procedures referred to above do not apply, the reference shall be to a tribunal of three arbitrators in accordance with the LIMAA Terms current at the date of commencement of the arbitration proceedings. commencement of the arbitration proceedings

to a fluorist of in read abilitation proceedings.

5. THE SCOPE OF CARRIAGE.

(a) The intended carriage shall not be limited to the direct route but shall be deemed to include any proceeding to or returning from or stopping or slowing down at or off any ports or places for any purpose whatsoever, whether in relation to the main object of the carriage of cargo under this contract or not, including but not limited to bunkering, loading, discharging, restowing, or other cargo operations and maintenance of Vessel and crew.

(b) The Merchant agrees and acknowledges that the cargo carried under this contract may be a part cargo and the Carrier shall have liberly to restow this and any other cargo loaded or to be loaded on board the Vessel and to load and discharge any other cargo loaded or to be loaded on any other Merchants at or off any port(s) whatsoever in any order, whether or not in geographical rotation and whether or not such ports are on or are substantially on the route to or between the load and discharge port(s) identified in this contract and Owners shall have liberty to deviate to any such ports for these purposes.

(c) It is within the sole discretion of the Carrier to order the Vessel to proceed to the Discharging Ports of the process of the conditions that do not dictate such blower speeds. In the sole discretion of the Carrier to order the Vessel to solve steam.

(d) Any deviation, change in the Discharging Port, or time lost due to environmental hazards shall be for the Merchant's account and such deviation shall not be considered unjustified.

6. SUBSTITUTION OF VESSEL.

The Carrier shall be at liberty to carry the cargo or part thereof to the Discharging Port by other vessels belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port.

7. TRANSSHIPMENT AND LIGHTERING

The Carrier shall be at liberty to trans-ship, land and/or store the cargo either on shore or afloat and reship and forward the cargo to the Discharging Port at the Carrier's expense but at the Merchant's risk. Any lightering in or off the Loading Port or Discharging Port shall be for the Merchant's risk and account.

Merchants risk and account.

8. LIABILITY FOR PRE- AND ON-CARRIAGE.
When the Carrier arranges pre-carriage of the cargo from a place other than the Vessel's Loading Port or on-carriage of the cargo to a place other than the Vessel's Discharging Port, the Carrier shall contract as the Merchant's agent only and the Carrier shall not be liable for any loss or damage arising during any part of the carriage other than between the Loading Port and the Discharging Port even though the freight for the whole carriage has been collected by him.

9 LOADING AND DISCHARGING

(a) Unless otherwise agreed, loading and discharging of the cargo shall be arranged by the

9. LOADING AND DISCHARGING
(a) Unless otherwise agreed, loading and discharging of the cargo shall be arranged by the Carrier or his agent.
(b) The Merchant shall, at his risk and expense, handle and/or store the cargo before loading and after discharging and shall bear all costs and expenses in connection with hooking on and hooking off.
(c) Loading/Discharging may commence without prior notice.
(d) The Merchant or his agent shall tender the cargo as fast as the Vessel can load, day and inght, 7 days a week, holidays included and, if required by the Carrier, outside of ordinary working hours notwithstanding any custom of the port. If the Merchant fails to tender the cargo, the Carrier shall be relieved of any obligation to load such cargo and entitled to leave the port without further notice and the Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs, and expenses incurred by the Carrier and in addition he Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs, and expenses incurred by the Carrier and in addition he Merchant shall be liable to the Carrier for dead freight and/or any overtime charges, losses, costs, and expenses incurred by the Carrier and in addition and the cargo of the cargo and the cargo of the cargo and the cargo of the cargo and carrier and in addition or his agent and the cargo of the cargo and the cargo of the cargo and carrier death of the Carrier and in addition or his agent and the cargo of the cargo and the cargo of the cargo and the cargo of the cargo as fast as the Vessel can discharge, day and night, 7 days a week, holidays included and, if required by the Carrier outside of ordinary working hours notwithstanding any custom of the port. If the Merchant or his agent falls to take delivery of the cargo as fast as the Vessel can discharge, the Merchant or his agent falls to take delivery of the cargo as fast as the Vessel can discharge, the Merchant shall be liable to the Carrier may sell the Vessel's gear and in the sequence as unected by the Master of the Control of shall be paid as demurrage at the rate of USD 20.000 (or such other rate as is stated on the

front page hereof) per day pro rata, payable day by day for the period of any delay.

(g) The Merchant shall be liable to the Carrier for the acts, omissions, negligence of

stevedores whom the Merchant has appointed, including costs for repairing any stevedore damage and for any time lost at the detention rate stipulated in sub-clauses 9 (d) and (e), (h) A notice of readiness may be tendered by the Carrier on arrival at or off the Loading and/or Discharging Port any time, day or night, Saturdays, Sundays and holidays included, whether in port or not, whether in berth or not, whether customs cleared or not and whether fready or not. (i) Should the Vessel not be able to berth for any reason after 72 hours of arriving at or off the Loading Port, the Carrier is entitled to leave the port and cancel the Contract, and the Merchant shall owe dead freight in full. Should the Vessel be unable to discharge the cargo within 72 hours of arrival at or off the Discharging Port, the carrier shall be at liberty to deviate to any other port whatsoever and there discharge the cargo at the Merchant's expense and such alternative discharges that Carrier shall be at liberty to deviate to any other port whatsoever and there discharge the cargo at the Merchant's expense and such alternative discharges that Description (LABAGES COSTE EXPENSES DETERTION).

such alternative discharge shall be deemed to be fulfillment of the Contract.

10. FREIGHT, INTEREST, DEAD FREIGHT, CHARGES, COSTS, EXPENSES, DETENTION, DUTIES, TAXES AND FINES.
(a) Freight, Whether paid or not, shall be considered as fully earned upon cargo being loaded, discount-less, non-returnable, ship and/or cargo lost or not lost, and be paid without any set-off or deduction. Unless otherwise specified, reight, detention, demurage, charges, or other sums under this Contract are payable on demand. In the event any amounts are outstanding under this Contract upon arrival at or off the Discharge Port, the Carrier is entilled to freuse to proceed to the port/berth area and/or refuse to commence discharge operations until such outstanding amounts have been paid in full.

to proceed to the porticema area and/or refuse to commence discharge operations until such outstanding amounts have been paid in full. (b) Interest at the rate of 1.5 percent per month accrues from the date an outstanding amount is due and payable and applies to all outstanding amounts owed by the Merchant to the Carrier under this Contract, including freight, detention, and other charges. (c) Partial payments under this Contract are nonreturnable and without prejudice to the full

ount due and owing. Acceptance of partial payments shall under no circumstances

(c) Partial payments under this Contract are nonreturnable and without prejudice to the full amount due and owing. Acceptance of partial payments shall under no circumstances waive the full amount due and owing.

(d) The Merchant shall be liable for all costs and expenses of furnigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the adromentioned reasons. The Merchant shall be liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or infested dumangelpackaging materials supplied by the Merchant, including all costs for transporting the cargo to another port if required.

(e) The Merchant shall be liable for any taxes, dues, totales, test, tolls, and wharfage on the Vessel, cargo and/or freight, including all Suez and/or Panama Canal charges. All terminal charges, including handling, storing, receiving, delivery, truck loading and/or unloading and towage of the cargo, shall be for the Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel, or cargo may incur through non-observance of any customs house, import, or export regulations.

(g) Any additional insurance premium charged by the Vessel's underwriters for breaching trading limitations INLI/IVL or entering high risk areas and all anti-piracy precautions, including, but not limited to, insurance, armed guards and crew bonus shall be for the Merchant's incorrect declaration of contents, weights, dimensions and measurements, including litting points and center of gravity, or value of the cargo, the Carrier is entitled to additional freight, losses and expenses as well as claim detention at the rate situated at the sub-clauses 9 (d) and (e) for any delay at the Loading and/or Discharging port caused by such incorrect declaration. Additional freight rate shall be determined as agreed freight amount divided by agreed volume of the cargo in weight to other Merchants because of the incorrect declaration, the Merchant shall indemnify the Carrier from any losses and expenses whatsoever caused by the incorrect declaration. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified. The Carrier shall be entitled to reject any units that cannot be accommodated due to incorrect description without any liability and claim dead freight in full. (1) The Merchant shall immediately settle any detention/demurrage incurred at the Loading Port and/ or Discharging Port upon presentation of the Carrier's invoice to be accompanied with the proper documentation and lay time statement. (1) Merchant's failure for whatever reason to tender or load the cargo shall entitle the Carrier to damages and/or deadfreight and such damages shall be claimable as liquidated damages quantified on the basis of the applicable freight rate, less any stevedoring and port costs saved. The Carrier shall not be required to call the Loading Port or to mitigate losses in order to be entitled to dead freight/liquidated damages under this clause.

11. LIEN.

11. LIEM.
The Carrier shall have a lien on all cargo for any amount due (including but not limited to freight and detention, demurrage and other costs or expenses) under this Contract and/ or other contracts between the Merchant and Carrier, including learning charges and the costs of recovering the same (including leaf) et else) and shall be entitled to self the cargo privately or by auction to satisfy any such claims at the specified discharge port or any other port.

12. GENERAL AVERAGE AND SALVAGE.

12. GENERAL AVERAGE AND SALVAGE.

General Average shall be adjusted at any port or place at the Carrier's option and settled in accordance with the York-Antwerp Rules 2016, in respect of all cargo, whether carried on or under deck. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall. If required, be made by the goods shlore, consistence or and special crisic owners of the goo al charges thereon shall, if required, be made by the goods, shipper, consignee or the goods to the Carrier before delivery.

13. GOVERNMENT DIRECTIONS, WAR, EPIDEMICS, ICE, STRIKES, ETC.

(a) The Carrier shall be at liberty to comply with any order or recommendation in connection with the transport under this Contract, whether given by any government or authority or anybody acting or purporting to act on behalf of such government or authority or having under the terms of the insurance of the Vessel the right to give such orders, directions or recommendations.

under the terms of the insurance of the Vessel the right to give such orders, directions or recommendations.

(b) Should it appear that the performance of the transport would expose the Vessel or any cargo to the risk of seizure, damage or delay resulting from war, warlike operations, blockade, riots, civil commotion or piracy, or any person on board to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at the Loading Port or any other safe and convenient port. The Master may in his absolute discretion decide to proceed in a convoy or joint saling with other vessels or chose an alternative non-direct route to protect the crew, vessel and cargo. Any time including waiting time thereby lost shall be for the Merchant's account. (c) Should it appear that epidemics, pandemic, highly infectious diseases, quarantine, ice, labour troubles, labour obstructions, strikes, lockouts, any of which on board or on shore, and/ or difficulties in loading or discharging would prevent the Vessel from leaving the Loading Port or reaching or entering the Discharging Port or there discharging in the usual manner and leaving again, all of which safely and without delay, the Master may discharge the cargo at the Loading Port or any other safe and convenient port. If Vessel is prevented from Loading due to the above, then the Carrier shall be entitled to leave the port and cancel this Contract. (d) The discharge under the provisions of this clause 13 of any cargo for which a bill of lading has been issued shall be deemed due fulfillment of this Contract.

(e) If in connection with the exercise of any liberty under this clause 13 any exara expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the through the cargo of the Vessel cannot safely and without delay reach or enter the Loading Port or must undergo repairs, the Carrier may cancel the Contract

repuirs, the Larrier may cancel the Contract before the bill of lading is issued.

14. INTERNATIONAL GROUP OF PAI CLUBS/BIMCO HIMALAYA CLAUSE FOR BILLS OF LADING AND OTHER CONTRACTS 2014

(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators, and any yelect for indirect servant, agent, os absonitator (including the properties of the contract of the contract of the contract of the contract of equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoed by the under any liability whatsoever to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

(c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Haguel-Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereinunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.

(d) (i) The Merchant undertakes that no claim or allegation whether arising in contract whether or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of thegrees on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and

against the Merchant; and
(ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made,
the will indemnify the carrier against all consequences thereof.
(e) For the purpose of sub-paragraphs (a)-(d) of this clause the carrier is or shall be deemed
to be acting as agent of trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are his Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

15. STOWAGE, ACCOMMODATION AND LIFTING OF CARGO. (a) The cargo loaded under this Contract is to be carried as part cargo, shipped on and/or under deck in the Carrier's option. If carried on deck, bills of lading shall be endorsed

(b) All cargo shall be fully stackable, overstowable and forkilftable without any restrictions, unless otherwise specified by the Merchant. All cargo shall be suitably packed for ocean transportation and have lifting, lashing and securing points and center of gravity clearly marked. The Merchant is responsible to ensure that cargo is provided with proper skids attached and, if required, all cradles used for securing the cargo are fit for the purpose and the cargo is not shall shall selected and any timber or steel beams required to spread the weights to support take to be properly secured. If individual cargo items are not falt at their bottoms, then a footprint sketch is required and any timber- or steel beams required to spread the weights to support the cargo shall be for the Merchant's account. Cargo securing, that shall selected to the Master's satisfaction. In case the Merchant account, any damage to the cargo and any delay resulting from the Merchant's failure to comply with the terms of this clause what soever including any damage to the cycles of the Merchant's cargo independent of the Merchant's account and the Merchant's failure to comply with the terms of this clause what soever including any damage to the vessel or other cargo onboard and any loss of time. (c) Any required spreader bars, wires, lifting frames, beams, slings, cradles or saddles not already on board the Vessel shall be supplied by the Merchant at his expense, time and responsibility and be certified by a recognized classification society. If the Vessel is not equipped with dehumidifiers and only has natural/electrical ventilation, the cargo is to be suitably packed for transportation and the Carrier is not liable for any corrosion and/or discoloration occurring from condensation.

(d) The Carrier shall have the right to stow cargo by means of containers, trailers, transportable tanks, flats, pallets or similar articles of transport used to consolidate goods.

(d) The Carrier shall have the night to stow dargo by means of containers, trainers, trainsportable tanks, flats, pallets or similar articles of transport used to consolidate goods. (e) The Carrier shall have the right to carry containers, trailers, transportable tanks and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, on or under deck without notice to the Merchant. (f) The Merchant shall be liable to the Carrier for being in breach of any obligations pursuant to this clause 15, including but not limited to loss of time, personal injuries, and any damage to the Vessel, her servants and/or equipment.

16. SHIPPER-PACKED CONTAINERS, TRAILERS, TRANSPORTABLE TANKS, FLATS, BOXES, PALLETS, CASES, CRATES, PACKAGING AND STACKABILITY.

BOXES, PALLETS, CASES, CRATES, PACKAGING AND STACKABLITY.

(a) If a container has not been filled, packed, internally secured or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage, or expense has been caused by (i) negligent filling, packing internally securing or stowing of the container, (ii) the contents being unsuitable for carriage in container or unsuitably packed for carriage; (iii) the contents being unsuitable for carriage in container or unsuitably packed for carriage; (iii) the contents being unsuitable for carriage in container or unsuitably packed for carriage; (iii) the contents being unsuitable for carriage in container, unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the container was filled, packed, or (iv) unsuitable lifting points/lugs, cradles or lashing points.

(b) The provisions of sub-clause (i) of clause 16 (a) also apply with respect to trailers, transportable tanks, flats, boxes, pallets or other packaging which have not been filled, packed, internally secured or stowed by the Carrier (c) The Carrier is not liable for damage due to the unsuitability or defective condition of reefer equipment or trailers supplied by the Merchant.

17. RETURN OF CONTAINERS AND OTHER CARRIER ARTICLES OF TRANSPORT.

17. RETURN OF CONTAINERS AND OTHER CARRIER ARTICLES OF TRANSPORT.

17. Net IURN OF COMININERS AND OTHER CARRIER ARTICLES OF TRANSPORT.

(a) Containers, flats, or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear excepted, with interiors clean and within the time prescribed in the Carrier's tariff or elsewhere.

(b) The Merchant shall be liable to the Carrier for any loss, damage to, or delay, including demurrage and detention incurred by or sustained to containers, flats, or similar articles of transport during the period between handing over to the Merchant and return to the Carrier.

18. DECK CLAUSE.

(a) Cargo which by the Contract is stated as being carried on deck and is so carried ("Deck Cargo") shall be shipped on deck at the Merchant's risk, expense or delay, free of any risk and liability for the Carrier for any delay, loss or expense whatsoever and howsoever caused. (b) if this Contract is subject to the U.S. Carriage of Goods by Sea Act, 1936 ("U.S. COSSA"), then Deck Cargo shall be carried on deck at the Merchant's risk as to the perils inherent in such carriage but in all other respects subject to the provisions of the U.S. COGSA as if carried under deck.

(c) The Merchant ehall independ to the contract of the carried on the c

(c) The Me her deck. Herchant shall indemnify the Carrier against all liability, damage, and loss of r nature sustained by the Carrier and caused by or arisen due to the carriage of

19. BILLS OF LADING / LETTER OF CREDIT CLAUSE.

19. BILLS OF LADING / LETTER OF CREDIT CLAUSE.

Carrier is restricted to release or/ginal Bill(s) of Lading only to the party inserted as Shipper in the Bill(s) of Lading. Should the Shipper require Original Bill(s) of Lading released to a third party, same to be requested to Carrier in writing on Shipper's letterhead. The Master will deliver the cargo only upon presentation of duly endorsed executed Original Bill(s) of Lading, If any particulars of any letter of credit, import license, sales contract, invoice, or details of any contract to which the Carrier is not a party, are shown on the face of a booking note or any bill of lading issued pursuant hereto, such particulars are included solely at the request of the Merchant for his convenience. The inclusion of such particulars shall not be regarded as a declaration of value and shall in on way increase the Carrier's liability under the Contract. The Merchant shall indemnify the Carrier against all consequences of including such particulars.

SPECIAL CLAUSES

A. DETENTION.
In addition to clauses 9 (d) and (e), detention shall also be paid by the Merchant at the same rate per day pro rate, payable day by day, for any delay in waiting for or delay during loading or discharge at or off the port or beth, including time lost due to cargo or cargo documents, swell, like or congestion, quarantine or similar restriction, shifting, re-nomination of the beth due to the Merchant's request, impossibility to leave the beth after loading or discharging is completed, or any other reason whatsoever and any consequences thereof, or delay directly or indirectly caused by the late payment of outstanding freight, idention, demurrage or any other amounts due by the Merchant, or any other reason beyond the control of the Carrier. The Merchant hall also be liable for any extra costs, including but not limited to standby charges for stevedores and shore cranes, during such delay.

B. U.S. TRADE. PERIOD OF RESPONSIBILITY.

(i) In case the Contract is subject to the U.S. COGSA (as defined in clause 18), then the provisions stated therein shall apply before loading and after discharge and throughout the entire time the cargo is in the Carnier's custody, and in which event freight shall be payable on the cargo coming into the Carnier's custody.

(ii) If the U.S. COGSA applies, and unless the nature and value of the cargo has been declared by the Merchant before the cargo has been handed over to the Carnier and inserted in this bill of lading, the Carnier shall in on event be or become liable for any loss or damage to the cargo in an amount exceeding USD 500 per package or customary freight unit.

(iii) During any pre-loading or post-discharge contractual extension of U.S. COGSA, the No. Of Pkgs., Kind Of Packages and Description Of the Cargo conclusively establishes the package or customary freight unit.

C. BIMCO CLAUSES.
The following BIMCO clauses, or their latest edition/revision, available on request, as applicable at the time of signing this Contract, are deemed to be incorporated into this Contract: Both-to-Blame Collision Clause

- Both-to-Blame Collision Clause
 VOYWAR 2013
 Ice Clause for Voyage Charter Parties
 Solid Bulk Cargoes that can Liquefy Clause for Charter Parties
 Solid Bulk Cargoes that can Liquefy Clause for Charter Parties
 Ship-to-Ship Transfer Clause for Dry Bulk Voyage Charter Parties 2015
 EU Advance Cargo Declaration Clause for Voyage Charter Parties 2012
 North American Advance Cargo Notification Clause for Voyage Charter Parties
 ISPS/MTSA Clause for Voyage Charter Parties 2005
 Piracy Clause for Single Voyage Charter Parties 2013
 Sanction Clause for Voyage Charter Parties 2020

D. STOPPAGE OF CANALS AND WATERWAYS. (i) The Merchant acknowledges that the froids.

D. STOPPAGE OF CANALS AND WATERWAYS.

(i) The Merchant acknowledges that the freight paid or to be paid under this Contract is based on the assumption that the Vessel will transit through waterways, natural or artificial, including the Panama Canal and the Suez Canal, where such transit is the shortest and/or the most convenient route to the Discharging Port at the Carrier's discretion. The Merchant acknowledges that there is a risk that any such waterway may be blocked, closed or that the Vessel may encounter significant delay (meaning more than 72 hours of waiting time) at such waterway (any such event hereinafter a "Waterway Stoppage"), and the Merchant agrees to assume such risk on the terms of this clause D.

(iii)In the event of Waterway Stoppage, the Vessel may sail such alternative route as the Carrier deems suitable and the consequent increase in time shall be for the Merchant's account. The Merchant shall pay the Carrier detention at the rate USD 20,000 (or such other rate as is stated on the front page hereof) per day pro rate, payable day by day for the delay due to the Waterway Stoppage and for the extra time due to the alternative route chosen.

(iii)Alternatively, in the event of Waterway Stoppage, the cargo at a close or convenient port at the Carrier's discretion and such alternative discharge shall be deemed to be fulfillment of the Contract. All provisions regarding freight, discharge of the cargo and detention as agreed for the intended Discharging Port shall apply to the discharge at the substitute port.

E. SECURITY CLAUSE

If the vessel calls any country that requires security filing including but not limited to the United States. Brazil and European Union member states, including any of their tertriories, regardless of whether this country is a Port of Loading or Discharge for Merchant's cargo, the following provisions shall apply with respect to any applicable security regulations or measures: (i) The Merchant shall provide the Carrier with all information needed for security filing no later than 48 hours prior to the vessel's loading or if the decision to call the country requiring security was made by the Carrier's request to provide such information. (ii) Unless caused by the Carrier's negligence, any delay suffered or time lost in obtaining the entry and exit clearance from the relevant country's authorities shall count as demurrage, (iii) Unless caused by the Carrier's negligence, any fines, penalties, fees, costs, expenses, damages and losses that the Carrier may incur, even if levied against the vessel, that arise out of security means imposed at any port shall be for the Merchant's account. any country that requires security filing including but not limited to the United