

Conditions of Carriage Effective: 2018-05-31

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 Carrier's applicable Tariff, which shall be considered incorporated herein as if set forth at length and which with these terms, conditions and limitations, shall govern the relationship between the Merchant, as defined below, and Betalink USA, LLC, and the Owner, Operator, Charterer and/or Demise Charterer of the Ship. The names of the Owner, Operator, Charterer 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 watercraft of this or any other carrier or by any other mode of transport. Notwithstanding the heading "Combined Transport Bill of Lading," the provisions set out and referred to in this document shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

**(1) CLAUSE PARAMOUNT:** For carriage to or from or through any port of the United States or its territories or possessions, this Bill of Lading shall have effect subject to the provisions of the United States Carriage of Goods by Sea Act, 1936 ("COGSA"). If this Bill of Lading is issued for carriage other than stated above, then 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 to Bills of Lading, dated Brussels, August 25, 1924, and as amended by the Brussels Protocol of 1968 thereafter, as enacted in the country of shipment, or if no such enactment is compulsorily applicable, the provisions of said Convention, as amended by the Brussels Protocol of 1968 shall apply by agreement. The provisions of COGSA, such enactment or said Convention, whichever may be applicable, are hereby incorporated herein and shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge and for as long as the Goods remain in the custody of the Carrier of its contractors and/or Subcontractors or any party engaged by them to effect the carriage contracted for herein. Nothing herein contained is to be deemed surrender by the Carrier of its rights, immunities, exemptions or limitations, nor an increase of any of its responsibilities or liabilities under COGSA, said enactment or the Convention, as amended by the Brussels Protocol of 1968. Except as may be otherwise

specifically provided herein, said law shall govern before the goods are loaded on and after they are discharged from the Ship whether the Goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

**(2) DEFINITIONS:**

2.1 “Ship” means any waterborne craft on which any of the Goods are carried (or intended to be carried) during all or part of their Carriage under this Bill of Lading, including without limitation both feeder and ocean ships, whether or not named on the Bill of Lading.

2.2 “Carrier” means Betalink USA, LLC.

2.3 “Claim” or “Claims” shall mean shall mean any and all liabilities, losses, costs, claims, demands, fines, penalties, delays, suits, judgments, interest, awards including arbitral awards, causes of action including at law or in equity, expenses, liens, other encumbrances, and damages of any kind or description, including court costs, attorney’s fees and expenses, and sums paid by way of settlement and compromise, of whatever nature, whether in contract, tort or otherwise, including the contractual obligation to indemnify another, of every type and character, and regardless of when incurred or by whom asserted including the parties or any third parties.

2.4 “Fault” shall mean the sole, joint, or concurrent negligence, in whole or in part, or other fault; unseaworthiness of any vessel; and breach of duty, whether statutory, contractual, at common law, in equity, or otherwise.

2.5 “Merchant” includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading, any freight forwarder and Non-Vessel Operating Common Carrier which is named as “Shipper” on this Bill of Lading and/or any of their respective agents, any person having a present or future interest in the Goods, and any person subrogated to the rights of any such person or any person acting on behalf of any of the above-mentioned persons.

2.6 “Package” is the largest individual unit of partially or completely contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including each Container filled in part or completely and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed Container on this Bill of Lading.

2.7 "Container" includes any Container, trailer, tank Container, isotank, or flexitank.

2.8 "Carrier's Container or Carrier's equipment" includes Containers or equipment owned, leased or used by Carrier in the transportation of Merchant's Goods.

2.9 "Goods" mean the whole or part of the cargo described on the face of this Bill of Lading and includes any packing or packaging materials and any Container supplied by or on behalf of the Merchant.

2.10 "Carriage" shall mean the whole or any part of any operations or services undertaken by or on behalf of the Carrier in respect of the Goods.

2.11 "Subcontractor" shall include the owners and operators of the Ship or any Ships, stevedores, terminal and groupage operators, road and rail transportation operators, and any independent contractor employed by the Carrier in the performance of the carriage.

2.12 "Participating Carrier" shall include any water, rail, motor, air or other carrier or entity utilized by the Carrier to participate in the performance of this contract of carriage and shall include any Subcontractor engaged by said Participating Carriers.

**(3) SUBCONTRACTING:**

3.1 It is agreed by the Carrier and the Merchant that the Ship named herein, or any substitute or other Ship or watercraft, and its Owner, Operator, Charterer, Demise Charter, Master, crewmembers, servants and agents of the Carrier and all or any Subcontractor of the Carrier, including any Participating Carrier, performing any part of the carriage or service contracted for in this Bill of Lading, as well as (but not limited to) any agents, co-loaders, forwarders, stevedores, terminals, security services, truckers, rail earners or warehouses used by the Carrier or any Participating Carrier to perform any part of this contract and their servants, agents, or any subcontractor appointed by any of the parties so mentioned, shall each be a beneficiary of this contract and shall be entitled to all the exemptions, immunities and defenses, limitations of liability and time to sue limitation and other benefits which the Carrier has under this Bill of Lading, its tariffs, U.S. COGSA or under any law compulsorily applicable to this Bill of Lading and all such persons shall be deemed to be third-party beneficiaries of this Bill of Lading contract. In the event that the Goods being shipped

under this Bill of Lading are received by a Participating Carrier which is subject to the U.S. Carmack Amendment, then the Merchant's acceptance of this Bill of Lading represents the Merchant's agreement that it has been offered full liability coverage under said Carmack Amendment and has refused same.

3.2 By entering into this Bill of Lading contract, Merchant agrees that any claim or action seeking damages for the loss or damage of Goods carried hereunder shall be lodged and brought only against the Carrier. Merchant agrees not to bring suit against any agent, sub-contractor or Participating Carrier performing any part of the contracted for carriage and further agrees that in the event Merchant violates this provision, Carrier shall be awarded its legal fees and expenses incurred in enforcing this provision.

**(4) ROUTE OF TRANSPORT:**

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes and by any vessel or mode of transport. The Carrier shall be entitled to transship the Goods and to substitute any Ship or other means of transport at any time, and has the right to discharge and complete the Ship's cargo in respect of goods belonging to other merchants. In accordance herewith, for instance, in the event of carriage by sea or water, the Ship shall have the liberty, either with or without the Goods on board, to at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

**(5) HINDRANCES AFFECTING PERFORMANCE:**

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty, or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not

the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the Goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the Goods at the place of delivery. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-part 5.2 above, Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Bill of Lading, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contract of carriage and shall not be a deviation.

#### **(6) BASIC LIABILITY:**

6.1 Carrier shall not be liable for any consequential or special damages arising from loss, delay or damage to the Goods.

6.2 If it is established that the loss of or damage to the Goods occurred during sea carriage or during carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions: cannot be departed from by private contract to the detriment of Merchant,

and would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable.

6.4 If it cannot be determined when the loss of or damage to the Goods occurred, liability shall be governed as provided in Section 6.2 above.

6.5 Carrier does not undertake that the Goods shall be delivered at any particular time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

6.6 Carrier shall not be liable for any loss or damage arising from: an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge, compliance with the instructions of any person authorized to give them, handling, loading, stowage or unloading of the goods by or on behalf of Merchant, inherent vice of the goods or concealed damage to or shortage of goods packed by Merchant, lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed, insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads, fire, unless caused by actual fault or privity of Carrier, any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Participating Carriers, on account of the losses or damages for which such claims are paid.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the Goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

**(7) COMPENSATION FOR LOSS AND DAMAGE:**

7.1 In case of any loss or damage to or in connection with Goods or deck cargo exceeding in actual value \$500.00, lawful money of the United States, per package or in case of Goods not shipped in packages, per customary freight unit, the value of the Goods shall be deemed to be \$500.00 per package or per customary freight unit and the Carrier's liability (including that of any Participating Carrier) in any capacity including as agent for arranging on-carriage, if any, shall be determined on a value of \$500.0 per package or per customary freight unit. The Merchant may avoid the application of the package limitation by declaring the full value of the Goods to the Carrier at the time of booking, to be noted on the face hereof, Carrier consenting in writing thereto and by tendering an additional freight charge to Carrier, in accordance with the Carrier's Tariff. **Merchant's failure to tender payment of additional Freight will render any declaration of full value null and void.**

Declaration of full value and entry of a declared value on the face hereof shall have no force or effect without Merchant's payment of additional freight charges. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. In the event that the actual value of the Goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed the declared value and the Carrier's liability in any capacity, if any, shall not exceed the declared value. In no event shall the Carrier be liable for any amount in excess of the actual value of the Goods. The freight charged on sealed Containers when no higher valuation is declared by the Shipper is based on a value of US\$500 per Container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost Goods or repairing damaged Goods.

7.2 In the event that the carriage of the Goods under this Bill of Lading begins with a Participating Carrier subject to the provisions of the Carmack Amendment, the Merchant may receive full Carmack liability coverage by paying an extra freight charge as provided for in the immediately preceding paragraph. Merchant's failure to declare the actual value of the Goods indicates Merchant's waiver of full Carmack recovery and acceptance of the COGSA limitation of liability scheme throughout the carriage of the Goods.

7.3 In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the Goods, according to their current

market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract.

7.4 If the value of the Goods is less than US\$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.5 Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or Participating Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

7.6 Carrier will not arrange for insurance on the Goods except upon express written instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

#### **(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS:**

Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to lading of the Goods including, without limitation, precise commodity descriptions, number and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or the owner's or owner's representative's complete name and address, hazardous materials codes, and Container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely fashion.

Merchant warrants to Carrier that all particulars of the goods, including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee and hazardous materials codes furnished by Merchant are correct, and **Merchant shall indemnify, defend, and hold Carrier harmless against all Claims arising out of or resulting from any inaccuracy, regardless of the Fault of Carrier, Merchant, or any third party.**

#### **(9) MERCHANT'S RESPONSIBILITY**



The Merchant guarantees the accuracy of the particulars furnished 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 it has fully disclosed the number of packages packed by it or its agent inside the Container and agrees that the “package” for limitation purposes, if any, shall include any palletized and/or unitized assemblage of cartons which has been palletized and/or unitized for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the face hereof. Merchant further warrants that it has ascertained 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 laws or regulations relating to the safe and proper carriage of hazardous cargo and/or Containerized cargo and that any packing material, including skids or pallets, are free from insect infestation.

**(10) CONTAINERS STUFFED BY MERCHANT:**

The Carrier shall not be responsible for the safe and proper stowing of Goods in Containers if such Containers are loaded with Goods by the Merchant or its agents, consolidators or inland carrier. No responsibility shall attach to the Carrier for any loss or damage caused to Goods by shifting, overloading or improper loading of Containers. Containers not loaded by the Carrier, shall be properly sealed and the seal identification reference, as well as the Container reference, shall be shown on the face hereof. The Merchant, or its agent, shall inspect Carrier provided Containers before loading. Loading of any Carrier provided Containers by Merchant or its agents shall be *prima facie* evidence that the Container is in all respects clean, sound, watertight, free of harmful odors and suitable for shipment of the Goods described herein. **The Merchant agrees to be liable for and shall indemnify, defend, and hold harmless the Carrier, and the Carrier shall have a lien on the Goods, for any kind of property damage or personal injuries arising out of or resulting from the contents of said Container(s) at any time, to property (including other cargo and Containers on board the Ship) or to persons and also for any Claims arising out of or resulting from any failure of the**

**Merchant, or its agents, to comply with provisions of this paragraph or of Paragraph 9, above, regardless of the Fault of the Carrier, Merchant, or any third party.**

**(11) HAZARDOUS GOODS:**

11.1 Merchant may not tender goods of a dangerous or hazardous nature without written declaration and application to Carrier and Carrier's acceptance of the same. In the declaration, Merchant must identify the nature of the Goods with reasonable specificity as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the Goods on the outside of the package and Container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods.

11.3 If the Goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo or if Goods of a dangerous or hazardous nature are shipped by Merchant without prior notice to and consent of the Carrier and/or without declaration of their exact description and nature herein, Carrier may dispose of the Goods without compensation to Merchant and without prejudice to the Carrier's right to freight and the Carrier's right to seek damages for any Claims associated with the Goods, including reasonable attorney's fees. **Merchant shall indemnify, defend, and hold the Carrier harmless for any Claims arising out of or resulting from such action, regardless of the Fault of the Carrier, Merchant, or any third party.**

11.4 If the Goods are, or reasonably appear likely to become, an actual danger to persons, property, or the environment, the Carrier or a performing party may decline to receive or load the Goods or destroy or render the Goods harmless.

11.5 The Merchant and the Carrier shall respond to requests from each other to provide information and instructions required for the proper handling and carriage of the Goods.

11.6 The Merchant, without receiving a request to do so, will provide the Carrier with timely information, instruction, and documents for the proper handling and carriage of the Goods, including precautions that should

be taken by the Carrier or Performing Party. The Merchant shall also provide the Carrier with information needed by the Carrier to comply with law, regulations or requirements of public authorities.

11.7 The Merchant assumes liability for damage that could have been prevented if the shipper had furnished the information required.

11.8 If the Goods are, or reasonably appear likely to become, a danger to persons, property or the environment, the Merchant must give the Carrier timely warning of the dangerous nature of character of the Goods. The Merchant shall be liable for damage resulting from the failure to give timely warning.

11.9 The Merchant must also mark or label dangerous goods in accordance with any law, regulation or other requirement and shall be liable for the failure to do so.

11.10 Whether or not the Merchant was aware of the nature of the Goods, **the Merchant shall indemnify, defend, and hold the Carrier harmless against all Claims arising out of or resulting from the carriage of such Goods, including but not limited to damage to the Ship, property of the Carrier and its agents and servants as well as cargo and property belonging to third parties, regardless of the Fault of the Carrier, Merchant, or any third party. Merchant also shall indemnify, defend, and hold Carrier harmless for all Claims arising out of or resulting from the Merchant's cargo being used to forward and/or transport any materials of a terrorist nature, regardless of the Fault of the Carrier, Merchant, or any third party.**

11.11 Nothing in this Clause shall act to deprive the Carrier of any right, limitation and/or exception appearing herein or available to it at law.

#### **(12) RIGHT TO CARRY GOODS ON DECK, DECK CARGO:**

Carrier has the right to carry the Goods in any Container under deck or on deck.

Carrier is not required to note "on deck stowage" on the face of this Bill of Lading and Goods so carried shall constitute under deck

stowage for all purposes including General Average. Notwithstanding anything contained herein to the contrary, with respect to Goods carried on deck and if this Bill of Lading states that the cargo is stowed on

deck, then Carrier shall not be liable for any non- delivery, misdelivery, delay, damage or loss to Goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness. **CARRIER CANNOT GUARANTEE OR CONTRACT TO CARRY CARGO UNDER DECK AND ANY PRIOR AGREEMENT OR UNDERTAKING TO DO SO IS VOID.**

**(13) SOLAS WEIGHT CERTIFICATION:**

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as Carrier's own certified weight to the steamship line carrying the cargo. **The Merchant agrees that it shall indemnify, defend, and hold the Carrier harmless from any and all Claims arising out of or resulting from any incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies, regardless of the Fault of the Carrier, Merchant, or any third party.**

**(14) HEAVY LIFT:**

Merchant agrees to comply with all laws or regulations concerning overweight Containers. **Merchant shall indemnify, defend, and hold Carrier harmless against any Claims suffered or incurred by Carrier arising out of or resulting from Merchant's failure to comply with such laws or regulations, regardless of the Fault of the Carrier, Merchant, or any third party.**

**(15) DELIVERY:**

Carrier shall have the right to deliver the Goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If Goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's

applicable tariff, the Goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

**(16) NOTICE OF CLAIM:**

Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of Carrier or any other claim of whatsoever description and its general nature must be given in writing to Carrier's local agent at the place where the Goods are delivered and to the Carrier at **Betalink USA, LLC, 1452 Hughes Road, Suite 200, Grapevine, Texas 76051** before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be *prima facie* evidence of delivery by Carrier in undamaged condition. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of the delivery.

**(17) FREIGHT AND CHARGES:**

17.1 Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the Container or package and examine the contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and/or value of the Goods, Merchant shall be liable for and bound to pay to Carrier: (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) expenses incurred in determining the correct details, plus (c) as liquidated and ascertained damages, an additional sum equal to the correct freight. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

17.2 Full freight to the named port of discharge and other charges (including charges by Participating Carriers) shall be deemed completely earned on receipt of Goods by Carrier, the Ship or Goods lost or not lost or otherwise damaged, whether the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

17.3 Merchant shall be liable for all dues, fees, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and charges on the Goods if they are refused export or import by any government. Merchant shall be liable for all demurrage, detention or other charges imposed on the Goods or their Containers by third parties.

17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorney's fees. This provision shall apply regardless of whether the front of this Bill of Lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

17.5 The entities identified in the definition of Merchant herein shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligations of each of them hereunder. Payment by Merchant of any Charges to any freight broker, forwarder, person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall not be considered payment to the Carrier. Failure of such third parties to pay any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of freight or charges.

The entities identified in the definition of **Merchant herein shall indemnify, defend, and hold the Carrier harmless for all Claims that may be incurred or imposed upon Carrier by reason of any breach of any**

**of the provisions of this Bill of Lading or of any statutory or regulatory requirements, regardless of the Fault of the Carrier, Merchant, or any third party.**

**(18) CARRIER'S LIEN:**

Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with this shipment, or any previous shipment (e.g., expense for storage, sale, cooping, repairing, fumigating, repacking or reconditioning the Goods, any demurrage and detention charges, storage charges, and any legal expenses incurred in connection with the enforcement of any provision of this Bill of Lading), of Merchant, or both, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the Goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

**(19) TIME BAR:**

The Carrier, the Ship, and others mentioned receiving the protections of this Bill of Lading shall be discharged from all liability in any capacity unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered. Any claim by or on behalf of the Carrier against Merchant shall not be limited by this provision.

**(20) LAW AND JURISDICTION:**

20.1 Unless as otherwise provided for herein, Texas Law will apply to any and all disputes arising under, in connection with, or otherwise relating to the contract of carriage as evidenced by this Bill of Lading and any dispute arising under, in connection with, or otherwise relating to the contract of carriage evidenced by this Bill of Lading shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District

of Texas – Fort Worth Division. If that court lacks subject matter jurisdiction, then exclusive jurisdiction shall rest with the Tarrant County District Courts for the State of Texas.

20.2 In the event that the Goods are transported to or from the United States, whether on or below deck, the General Maritime Law of the United States and the United States Code will apply to any and all disputes arising under, in connection with, or otherwise relating to the contract of carriage as evidenced by this Bill of Lading and any dispute arising under, in connection with, or otherwise relating to the contract of carriage as evidenced by this Bill of Lading shall be subject to the exclusive jurisdiction of the United States District Court for the Northern District of Texas – Fort Worth Division. If that court lacks subject matter jurisdiction, then exclusive jurisdiction shall rest with the Tarrant County District Courts for the State of Texas.

20.3 Merchant and Carrier each hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause and agree to waive any defenses based on venue or forum non conveniens.

**(21) GENERAL AVERAGE:**

21.1 General Average shall be adjusted, stated, and settled at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1994 and, as to matters not therein provided for, according to the laws and usages at New York. The General Average statement shall be prepared by adjusters appointed by Carrier. Average agreement or bond and such cash deposit (payable at Carrier's option in United States currency) as the Carrier may require as additional security for the contribution of the Goods and salvage and special charges thereon, shall be furnished before delivery.

21.2 In the event of accident, damage, danger or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the Goods. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

**(22) BOTH-TO-BLAME COLLISION CLAUSE:**



If the Ship 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, pilot, mariners, Subcontractors, or servants of the Carrier in the navigation or management of the Ship, **the Merchant shall indemnify, defend, and hold the Carrier harmless against all loss or liability, to other or non-carrying vessel or vessels or other objects or her, its or their owners insofar as such loss or liability represents loss of, or damage to, or any other Claim whatsoever of said Goods or the owner thereof, paid or payable by the other or non- carrying vessel or vessels or other objects, or subject to set-off, recoupment or recovery by the other non-carrying vessel or vessels or other objects or her, its or their owners as part of their Claim against the carrying vessel or Carrier, regardless of the Fault of the Carrier, Merchant, or any third party.** This clause is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America.

**(23) CARRIER'S TARIFFS:**

23.1 All the terms and conditions of this Bill of Lading, the terms and conditions of the Carrier's Tariff, where applicable, the General Terms and Conditions of Betalink USA, LLC (as posted on Betalink USA's website: <http://www.betalinkgroup.com/>) constitute the contract of carriage. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff. In case of a conflict between the terms and conditions of this Bill of Lading and either the Carrier's Tariff or the General Terms and Conditions of Betalink USA, LLC, the terms and conditions of this Bill of Lading shall prevail. The terms and conditions of this Bill of Lading govern in the event of any conflict with the Merchant's terms.

**(24) PERISHABLE CARGO:**

24.1 Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive

special attention in any way. Carrier shall not be liable for any loss of or damage to Goods in a special hold or Container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship's plant, or other such apparatus of the vessel or Container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or Container in an efficient state.

24.2 Merchant undertakes not to tender for transportation any Goods that require refrigeration without given written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by Carrier. In case of refrigerated Containers packed by or on behalf of Merchant, Merchant warrants that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set before receipt of the Goods by Carrier.

24.3 Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been presented for loading at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

24.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

**(25) WARRANTY OF MERCHANT:**

25.1 The Merchant warrants that in agreeing to these terms and conditions he/she is, or has the authority to contract on behalf of, the owner of the Goods and any person entitled to possession of the Goods and/or this Bill of Lading.

25.2 The Merchant further warrants that no claim or allegation whatsoever in respect of the Goods, whether or not arising out of negligence or misdelivery, shall be made against the Carrier by any person other than in accordance with the terms of this contract of carriage. If the Merchant issues a bill of lading or other transport document in respect of any of the Goods for any of the Carriage, such transport document shall not impose or

purport to impose liability whatsoever on the Carrier, and shall contain rights, liberties, defenses, exclusions and limitations no less favorable than this contract of carriage.

25.3 The Merchant warrants for itself, and for all other persons and entities included in the definition of Merchant contained herein, that at the date of the Carriage and throughout the Carriage it will not order the carriage of cargo from or to a person or entity that appears on the U.S. OFAC list of Specially Designated Nationals and Blocked Persons or any other denied party list maintained by the United Nations, the United Kingdom or the European Union (the "Restricted Trade Laws"). In addition, the Merchant will only instruct the Carrier to carry lawful cargo and to trade in lawful places and, in particular, the Merchant will not instruct the Carrier (i) to load cargo, (ii) to trade in places and/or (iii) give orders, which would place the Carrier in breach of the Restricted Trade Laws. **The Merchant further agrees to defend, indemnify and hold harmless the Carrier from and against any and all Claims that the Carrier, acting under the Merchant's instructions, violated any of the Restricted Trade Laws, regardless of the Fault of the Carrier, Merchant, or any third party.**

#### **(26) LIMITATION OF LIABILITY AND FIRE STATUTES.**

The Carrier whether owner, charterer by demise, time, space or voyage of the vessel, shall be entitled to the full benefit of, right to, all limitations of, or exemption from, liability contained in Title 46 of the U.S. Code ("Limitation of Ship Owner's Liability Act & Fire Statute"), including any re-codification and/or amendments thereto, and any other provisions of the laws of the United States or of any other country whose laws shall apply. Nothing in this Bill of Lading 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 statute.

**(27) SEVERABILITY OF TERMS/FINAL CONTRACT:**

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. This contract supersedes all prior agreements and understandings (whether in writing or verbal) between the parties with respect to its subject matter. This Bill of Lading and its terms and conditions may not be changed orally and any undertaking to do so shall be void.