RECEIVED by the Carrier from the Merchant in apparent good order and condition unless otherwise indicated herein, the Goods, or the Container(s) or other package(s) or unit(s) said by the Merchant to contain the cargo herein mentioned, to be carried subject to all the terms and conditions contained or incorporated in this Bill (defined hereinafter at Clause 1(1)) including both front and back pages where issued in paper form and Carrier's Tariff rules and regulations by the vessel named herein or any substitute at the Carrier's option and/or other means of transport, including the use of feeder ships, barges, trucks or rail cars, from the place of receipt or the loading port to the port of discharge or place of delivery shown herein and there to be delivered unto order or assigns. If issued in paper form and if required by the Carrier, this Bill duly endorsed must be surrendered in exchange for the Goods or Delivery Order.

In accepting this Bill, whether in paper or electronic form, the Merchant agrees to be bound by the Sarrier's Tariff rules and regulations which are deemed incorporated herein, all of which supersede all previous agreements, including booking notes, dock and mate's receipts and like, any local customs or privileges to the contrary notwithstanding. The terms of this Bill shall be separable and if any part or term hereof is invalid or unenforceable, the validity and enforceability of any other part or term shall not be affected.

Agents signing this Bill on behalf of the Carrier have only the limited authority at common law of a vessel's master signing a Bill.

An endorsement on this Bill that the Goods are "On Board" shall mean that the Goods are loaded on board the ocean vessel named in this Bill, or loaded on board rail cars, trucks, lorries, feeder ships, barges, or other means of transportation and are in the custody of an Inland or ocean Carrier for Through Transportation in accordance with the terms of this Bill.

Definitions.

(1) "Bill" means (a) Bill of Lading if this document is issued as a Bill of Lading, or (b) Sea Waybill if this document is issued as a Sea Waybill. Notwithstanding anything else contained in or incorporated into this Bill, if it is issued as a Sea Waybill, it will not be a document of title to the Goods.

- Hell Bills neans (a) Bill of Lading if this decument is issued as a Bill of Lading, or (b) Sea Waybill, it will not be a document on suscess as a sea waybill, and the supplier of the content of title to the Goods.

 (2° Carrier*
 (a) In the Non-US trade means: the Party on whose behalf this Bill of Lading is issued.
 (b) In the US trade means: the Party on whose behalf this Bill of Lading is issued.
 (c) In the Ward of the Carrier of Cooks by Sea Act, approved April 16, 1936.
 (b) Container* includes any ISO standard container, trailer, transportable tank, flat rack and/or other item of transportation equipment in conformance with ISO

 (b) Force Majuers Ball include, but not be limited to work stopages, civil commotion, strikes, acidentes, causalties, lockouts, fire; transportation disasters, acts of God, governmental restraints (including governmental import restrictions and voluntary quotas arising from the threat of governmental restraints (including governmental import restrictions and voluntary quotas arising from the threat of governmental restraints), war or hostilities, embagges or other similar conditions.

 (b) Goods* means the cargo accepted from the Merchant and includes any Container whether supplied by or on behalf of the Carrier or by the Merchant of Handward and the Carrier of the Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August 1924 and includes any amendments thereto including the Hague Visby Amendments, 1968.

 (b) Goods* means the cargo accepted from the Merchant and includes any amendments thereto including the Hague Visby Amendments, 1968.

 (c) Wardshard includes the shipper, Holder, consignee, the receiver of the Goods, any person owning or entitled to the possession of the Goods or the independence of the Condes on the decorement of this Bill or otherwise.

 (d) Pishpr shall include the vessel named in this Bill, any substituted vessel or feeder vessels, and any vessel, craft, lighter or other means of conveyance whatsoever owned, chartered, operated or

- 2. Carrier's Tariff. The terms of the Carrier's applicable Tariff are incorporated herein. If this Bill is issued as a Sea Waybill, the CMI Rules for Sea Waybills excluding Rule 4 are also incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. Copies of the CMI Rules for Sea Waybills can be obtained from the CMI website at www.comitemaritime.org/. In the case of inconsistency between this Bill and the applicable Tariff or CMI Rules, this Bill shall prevail.
- Merchant's Warranty. The Merchant warrants that in agreeing to the terms hereof he is, or has the authority of, the person owning or entitled to the person owning owning or entitled to the person ow

Sub-Contracting.

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) In contracting for the following exemptions and limitation of and exoneration from liability, the Carrier is acting as agent and trustee for all other persons named in this clause. It is understood and agreed that, other than the Carrier, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, all agents and all Sub-Contractors) is, or shall be deemed to be liable with respect to the Goods or under any responsibility with respect other horsework. If, however, it shall be adjudged that any one other than the Carrier is carrier or balle or the Goods or under any responsibility with respect that each of these persons and companies referred to above are intended beneficiaries, but nothing herein contained shall be construed to limit or to relieve them from liability to the Carrier for acts arising or resulting from their fault or neglect.

- that each of these persons and companies reterred to above are intended bencheranes, but nothing herein contained shall be construed to limit or to releve them from liability to the Carrier for acts arising or rectuing from their fault or neglect.

 uses Paramount and Responsibility of Carrier.

 Clause Paramount sar as this Bill overes the carriage of Goods by sea either by the Carrier or its Sub-contractor, the contract evidenced in this Bill shall have effect subject to the Hague Rules, if and as enacted in the country of shipment, and any Legislation including COGSA which make those rules complisors, applicable or effective. The Hague Rules and said Legislation shall be deemed contractually incorporated herein and made a part of this Contract regardless of whether it or they would otherwise be compulsorily applicable and nothing herein contained shall be deemed a surrender by the Carrier or its Sub-contractor of any of its reposition of any of its responsibilities under said Rules and Act, Notsort shall be the courtary, if the carriage called for in this Bill is a shipment to or from the United States, the liability of the Carrier or its Sub-contractor of any of its repositional provided herein shall also govern before the Goods are loaded on and after they are discharged from the Ship provided, however, that the Goods are loaded on and after they are discharged from the Ship provided, however, that the Goods are loaded on and after they are discharged from the Ship provided, however, that the Goods are loaded on and after they are discharged from the Ship provided, however, that the Goods are loaded on an after they are discharged from the Ship provided, however, that the Goods are load in the declared of the Goods are not in the actual custody of the Carrier.

 Responsibility for Port to Put Shipments, Where loss or damage has occurred between the time of records of the Goods by the Carrier or its Sub-contractors shall not be liable in any capacity whatoever for any delay, non-delivery or insidelivery, or
- - which shall be incorporated neven as it set form at length and copies of sala contractly; shall be available to the Merchant at any ortice of the culti-point requirement of the contract of the International Carriage of Goods by Road (CME), dated May 19, 1956, and during rail carriage between countries in Europe according to the International Agreement on Railway Transports (CIM) dated February 25, 1961.

 With respect to rail or road carriage within a European country then according to the Sub-contractors continual Convention May to the complexity applicable by the laws of such state. In the absence of such that was conventions that another according to the Sub-contractors continual Convention with a transfer, it any. Notwithstanding the above provision, road carriage in the United Kingdom according to the Conditions of Carriage 1998 of Road Haulage Association Limited.

 - Association Limited.
 With respect to carriage by road in Japan, according to the Standard Japanese Road Transportation Clauses (SJRTC), With respect to carriage by roal in Japan, according to the Japanese Railway Transportation Business Law and Ministerial Ordinance for Railway Transportation Layan, according to the Japanese Railway Transportation to the Goods other than as provided in subsparagnable (1) through (5) supp., then according to the provisions of any International Convention or National Law which is compulsorily applicable in the country where the inland transportation tool place or, if no such as convention is applicable, then according to the Sub-contractor's faurlif or any contract existing between the Sub-contractor and the Carriac fault or activate to all the rights, defense, limitations and exemptions to the substitute oversion of these or the substitute oversion of these or the substitute oversions of the substitute oversions of these or the substitute oversions of the substitute o

- Sub-contractor under said Sub-contractors contract with use tarrier, and use carrier, and use carrier.

 (B) Subrogation. When any claims are paid to the Merchant by the Carrier, the Carrier shall be automatically subrogated to all rights of the Merchant against all others, including Underlying Carrier's, on account of such loss or damage control of the Carrier shall be automatically subrogated to all rights of the Merchant against all others, including Underlying Carrier's, on account of such loss or damage (8)

 (B) Carrier's shall be automatically subrogated to all rights of the Merchant against all others, including Underlying Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be automatically subrogated to all rights of the Merchant against all others. The Carrier's shall be added to all rights of the Merchant against all the Merchant against all the Carrier's shall be added to all rights of the Merchant against all the Merchant a

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 e as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other
- Save as one-wase province artering, the Carrier shall also extensions as one of the composition of the composition of 1976. Notwithstanding the foregoing, if local law makes the Brussels Convention of 1976 mandatorily applicable, then said latter Act will be applicable under this Bill. The Carrier shall also be entitled on the fill benefit of all rights and immunities and all limitations of, or exemptions from, liability applicable, then said latter Act will be applicable under this Bill. The Carrier shall also be entitled on fill the properties of the properties

- unter d'Compensation and Limitation of Liability.

 All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the net invoice value of the Goods plus freight and insurance. Notwithstanding the foregoing it is agreed that in no event shall this clause operate to increase the extent of the Carrier's liability beyond the applicable market value at the port of discharge or place of delivery, if that be less than the net invoice value plus freight and insurance. In no event shall the Carrier he liable for any loss of profit or any consequential loss.

 In the event this Bill covers Goods moving to no port or final destination in the Littled States, the Carrier's linitation figure respect to the Interest of the profit of
- 8. Notice of Claim and Time for Suit. Unless notice of loss or damage and a general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage be not apparent, within three consecutive days after delivery, the Goods shall be deemed to have been delivered as described in this Bill. In any event, except a provided in the next sentence, the Carrial bill be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within one year after delivery of Goods or the damage occurs in the custody of a Sub-Contractor during Through Tampogration, the Carrier and the Sub-Contractor shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless notice of claim is filed and suit is brought within the time periods prescribed by the local laws set forth in Clause 5 (C) (1) of (shift Through Bill.)
- Defence and Limits for the Carrier. The defence and limits of liability provided for in this Bill shall apply in any action against the Carrier for loss or dat he Goods whether the action be founded in contract or in tort.
- 10. Shipper-Packed Containers. If a Container has not been filled, packed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense hearters of the content of the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense hearters of the content of the Carrier in such the Container has been caused by each good and loss of the loss of the content of the Carrier in such the Container was filled, packed, stuffed or loaded, or (b) the unsuitability or defective condition of the Container which with the container was filled, packed, stuffed or loaded, or (c) the discovery of any drugs, narcoits or other illegat substances within Containers packed by the Merchant or inside Goods supplied by the Merchant, and shall indemnify the Carrier in respect Any reference in this Bill to Shipped on Board or Clean on Board relates solely to the Containers and not to the contents thereof. This Bill shall be subject to Section 80113 of the U.S. Federal Bills of Lading Act, 40 U.S. C. The Pomerence Act and it is agreed that the Carrier is nestled to that section's full protection for the entire period the Goods are in the custody of the Carrier including pre-loading and post-discharge periods.
- 11. Inspection of Goods. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appliant the contents or any part thereof cannot safely or properly be carried further, either at all or without incurring any additional expense or taking any measures in relation the Container or its contents or any part thereof, the Carrier may abandon the transportation thereof and/or take any measures and current any expenses to carry or to continue the carriage or to store the same ashore or afloat under cover or in the open, at any place, which storage shall be deemed to const due delivery under this Bill. The Merchant shall indemnify the Carrier against any reasonable additional expenses to incurred.

12. Description of Goods. The Carrier does not have facilities to weight scaled Costitioners at the loading port and has neither inspected the contents of nor weight containers. Any attements on this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure value or other particulars of the contents of such Container(s) are as furnished by the Merchant and are unknown to the Currier and the Carrier accepts no liabit respect thereof. The acknowledgement of the Carrier is confined to the number and apparent order and condition of the Container(s) are

- 13. Merchant's Responsibility.

 (1) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill and this such particulars and any other particulars furnished by or on behalf of the Merchant are correct.

 The right of the Carrier to such indemnity shall in no way limit his responsibility and liability under this Bill to any person other than the Merchant.

 Containers and other equipment supplied by or on behalf of the Carrier's shall be returned to the Carrier in the same offerer ondition as handed over to the Merchant, with interiors empty, clean, day, odour free, and without any goods, wastes, markings or other drivs and residues, to the point or place designated by the Carrier, its servants or agents, and within the time prescribed in the Carrier's Tailfor deselvener. The Merchant should pulsable for the contraction of the contraction of the Carrier's that is contracted, whether directly or indirectly, by the Carrier, its Sub-Comractors, servants and agents as a result of any non-observance of this subparagraph.

- Set Nation and Sequence security of the Set National Charges.

 (1) Freight shall be payable, at Carrier's option, on gross intake weight or measurement, or goos discharge weight or measurement, or ad valorem basis, or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods furnished by the Merchant, but Carrier may at any time, weigh, measure and value the Goods and open packages or customary freight units to examine contents. In case the Merchant's description is found to be remouscain and additional freight is payable, the Merchant shall be laised for additional freight and expense incurred in examining, weighing, measuring, lumigating and valuing the Goods.

 (a) The Coods of the Coods of the Coods of the Coods.

 (a) Carrier as the case may be, whether actually pard any cannot be collected at port of discharge or destination or subsequently, and the Carrier shall be entitled absolutely, to all freight and charges, whether actually paid or not, and to receive and retain them under all circumstances whatever, the Ship and but they do not only only the voyage changed, broken up, frustrated or abandoned, Full freight shall be paid whether the Goods be damaged or lost, or packages or customary freight units its equivalent in local currency and and and any other control of the Coods is and of the Coods is and of the Coods is and of the Coods and the
- additional amount.

 The Merchant of the Goods shall be jointly and severally liable to Carrier for the payment of all freight, but her Agistrature Factor (RAF). Carrency Adjustment Factor (CAF), Terminal Handling Charge (THC), demurrage, detention, General Average, salvage, and other charges, including but not timited to court costs, expenses and reasonable attempts, fees insured to court costs, expenses and reasonable attempts, fees insured in collecting sums due to the Carrier. Payment of ocean freight and charge freight forwarder, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at payer's sole risk.

- and Stowage.

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

 Goods stowed in Containers whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Merchant. Goods (other than live animals) stowed in any covered-in space or loaded in Containers, vans or trailers carried on deck shall be deemed to be stowed under deck for all purposes, including General Average and the COGSA, the Hague Rules or other compulsorily applicable legislation.

- 108. Special Container.

 (1) The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special Container(s) nor to carry special Container(s) nor no chall of the Merchant, as such, but the Carrier will treat such Goods or Container(s) only as ordinary goods or dry Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill and all special freight, as required, has been paid. The Carrier and the Merchant (2) As regards the Goods which have been agreed to be carried in special Container(s), the Carrier or its Sub-contractors shall not be responsibility for the function of special Container(s) when the Containers are not in the actual possession of the Carrier. The Carrier does not warrant the erforgeating carried to the carrier of the particular temperature range requested by the Merchant is insterred in this Bill, the Carrier will set the thermostatic controls within the requested temperature range, and will exercise due diligence to maintain such temperature plus or the Merchant is store to contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for a loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation.

19. Rust Condensation, etc. It is agreed that superficial rust, oxidation or condensation inside the Container or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the carriage of such Goods, be must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all special freight, as required, must be paid by the Merchant.

- reight, as required, must be paid by the Merchant.

 Index and Routes of Transportation.

 The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) transfer the Goods from one conveyance to another including trans-hipping or carrying the same on another vessel than the vessel named overleaf; (c) proceed by any route in his discretion (whether or not the nearest or most direct or extstomary or advertised route) and proceed to or stay at any place or port whatsoever once or more often and in any order; (d) load and unload the Goods at any place or port (whether or not any such port is named overleaf as the port of loading or port of discharge) and store the Goods at any such place to port (e) comply with any orders or recommendations given by any government or authority or any person or body acting or purporting orders or directions.

 The liberties set out in sub-clause (1) may be invoked by the Carrier for any purpose whatsoever including undergoing repairs, towing or being towed, adjusting instruments, drycking Fover Majeura and assisting vessels in all situations, and anything done in accordance with sub-clause (1) or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

- 23. Dangerous Goods.
 (1) The Merchant undertakes not to tender for transportation of any Goods which are of a dangerous, inflammable, radioactive, or damaging nature without previously giving written notice of fichir nature to the Carrier and marking the Goods and the Container or other covering on the outside as required by any laws or regulations.
 (2) If the requirements of sub-clause (1) are not compiled with, the Merchant shall indemnify the Carrier against all loss, damage or expense directly or indirectly arising out of such Goods being tendered for transportation or handled or carried by the Carrier.
 (3) Goods which are or at any time become dangerous, inflammable, radioactive or damaging may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation, and if the Merchant has not given notice of their nature to the Carrier under (1) above, the Carrier shall be under no liability to make any General Average contribution in respect of such Goods.
- 24. Regulations Relating to Goods. As a result of Merchant's failure to comply with such regulations or requirements of Customs, port and other authorities, Merchant shall bear and pay all amounts incurred by the Carrier in complying with same as well as all duties, taxes, fines, imposts, expenses or losses incurred or suffered or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or any seal irregularities, non conforms of addressings of deficiencies as per any local laws or regulations or, where applicable in the U.S. Trade, any tariff rules or regulations relating thereto, and indemnify the Carrier in respect thereof.

- laws or regulations or, where applicable in the U.S. Trade, any tariff rules or regulations relating thereto, and indemnify the Carrier in respect thereof.

 25. Notification and Delivery.

 (1) Any mention herein of parties to be notified of the arrival of the Goods is solely for the benefit of the Carrier. Failure to give such notification shall not result in any liability for the Carrier nor relieve the Merchant of any obligation hereunder notwithstanding any custom, practice, or arrangement to the contrary.

 (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff, if the Merchant fatis to do so, the Carrier may Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cases and the costs of such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cases and the costs of such storage shall critically an expensive of the Carrier in respect of the Goods or that part thereof shall cases and the costs of such storage shall critically an expensive or incur charges or incur charges or otherwise in cases of their value, the Carrier may at its discretion and without prejudice to any other rights which it may have against the Merchant, without notice, and without any responsibility attaching to it, sell, abundon or otherwise dispose of the Goods at sole in reduction of the sums due to the Carrier for therethant in respect of this Bill. Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this classe and/or to mitigate any loss of duamage thereto shall constitute due delivery ander this Bill and thereupon the liability of the Carrier in respect of the Goods and distribute them to the Merchant state of the Carrier of the construction of the sums due to the Carrier for the Goods of solicity the them to the Merchant at the construction

26. Both-to-Blame Collision. If the (carrying) Ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying Ship, the Merchant undertakes to pay the Carrier or, where the Carrier is not the owner and in possession of a manufacture of the carrying Ship against all loss or liability represents the soft of the carrier of the carrying Ship against all loss or liability represents loss of or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying ship or her owners insoft as as well carrier. The foregoing provisions shall also apply where the owners, or those in charge of any ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accurate.

respect to a collision, contact, stranding or other accident.

77. General Average. General Average shall be adjusted, stated and settled in London or any other place selected by the Carrier and according to the Yor Rules 1984 except Rule Paramount thereof and as to matters not provided for by those Rules, according to the laws and studges in London. The Gene Statement in every instances shall be prepared by Average Adjusters selected by the Carrier. In average adjustments, dissipatements in foreign curren exchanged into any currency at the Carrier's option at the rate prevailing on the last day of discharge at the port of final discharges of such damaged cape, Average agreement in foreign curren converted at the rate prevailing on the last day of discharge at the port of final discharges of such damaged cape, Average agreement and and such addition as may be required by the Carrier, must be furnished before the delivery of the Goods. Such cash despois, agreement or other security as the Carrier or its Carrier if required before delivery, and popus is shall be pasted at Carrier's option in the currency to be indicated on each occasion by the Carrier and be the Average Adjusters. Refunds of credit balance shall be past of the same currency, it is understood that in every instance the Werchant shall remain respot he statement of average has been settled. In case of accident, danger, damage or disaster before or after commencement of the voyage resulting from any case whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Goods, the N shall curribates which the Carrier is the bepared average and than two the may be made or it as a scale of the part of the part of the salving ship is owned or operated by the Carrier, salvage shall be paid to full salving ship was owned or operated by strangers.

28. Variation of the Contract, etc. No servant or agent of the Carrier shall have power to waive or vary any term of this Bill unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

- ting and is specifically accurated to a superior of the country of the Country of London, England to the exclusion of any other forum.

 Law and Jurisdiction.

 (1) Non-U.S. Trades: All claims arising hereunder shall be brought and heard solely in the High Court of London, England to the exclusion of any other forum.

 Except as provided lesewhere in this Bills. English law shall apply to such claims.

 Clu.S. Trades: Notwithstanding anything in subparagraph (1) above, where the shipment covered by this Bill is to or from the U.S.A. (including its districts, or if that court is not competent to hear the matter, in any competent stars the form of the Country of the Southern District of New York, or if that court is not competent to hear the matter, in any competent stars they court becaused in New York Country, to the exclusion of any other forum. Except as otherwise set out herein, United States law shall apply to such claims.

 (3) Notwithstanding anything in subparagraphs (1) and (2) above, the Merchant agrees that the Carrier may commence proceedings against the Merchant before the courts of the Merchant's place of business, the Port of Loading, the Port of Discharging, or any other competent jurisdiction.