

AFFIX HES PRO LABEL HERE

DRIVER / PIECES

 $16800\ \text{Trojan Way}, \textbf{La Mirada, CA}\ 90638\ (714)\ 367.8800\ \textbf{|}\ 3623\ \text{Munster St.}, \textbf{Hayward, CA}\ 94545\ (510)\ 783.6100\ \textbf{|}\ 20003\ 85^{\text{th}}\ \text{Ave. S.}, \textbf{Kent, WA}\ 98031\ (253)\ 872.6599\ \textbf{|}\ 550\ \text{Overmyer Rd.}, \textbf{Sparks, NV}\ 89431\ (775)\ 356.3659$

ORIGIN	DESTINATION			
SHIPPER	CONSIGNEE			
STREET ADDRESS	STREET ADDRESS			
CITY / STATE / ZIP	CITY / STATE / ZIP			
CONTACT NAME / #	CONTACT NAME / #			
BILL TO	REFERENCE NU	MBERS		
COMPANY NAME	HES QUOTE #			
STREET ADDRESS	Purchase Order #			
CITY / STATE / ZIP	Bill of Lading #			
CONTACT NAME / #	Other Reference #			
SPECIAL INSTRUCTIONS	FREIGHT CHARC		off commandered by a large	
	Freight charges assi	COLL		
	C.O.D.	Cash/Certified Check		
	SHIPMENT	Company Check OK	- 1	
□ Door to Door □ Door to Term □ Term to Door □ Term to	Term Amount to be Colle	ected: \$	Prepaid Collect	
QTY *HAZ (X) PACKAGE TYPE & DESCRIPTION	LOE COMMODITIES	WEIGHT	CUBE OR DIMENSIONS	
Q11 HAZ (X) FACRAGE TIPE & DESCRIPTION	OF COMMODITIES	WEIGHT	COBE OR DIMENSIONS	
*HAZARDOUS MATERIAL EMERGENCY CONTACT / 24HR PH	HONE:			
LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY Forwar it has made an election between those alternative rates, between (1) Forwarder's regular/lower value declared by Merchant. Unless Merchant declares the nature and value of the Goods be Merchant knowingly and willingly elects to ship the Goods under Forwarder's regular/lower ra (A) Limitation for Carriage to, from, or within the U.S.: The consequence of Merchant's knowing or the Vessel, shall in any event be or become liable for any loss or damage to or in connection packages, per customary freight unit, or the equivalent of that sum in other currency. Refer			ds not so limited, which rates are dependen	
in packages, per customary neight unit, or the equivalent of that sum in other currency. Neigh	efore the Carriage, states the same on the tes, the consequence of which shall be the ing and willing election to ship under Forw on with the Carriage in an amount exceeding	nat Forwarder's liability to Me warder's lower/regular rates ng \$500 per package lawful	erchant shall be limited as follows: is that neither Forwarder nor any Sub-Cont money of the U.S., or in case of Goods not	em rate tractors
Note: Failure to pay billed charges within 30 days may result in a lien on future shipments. HE	efore the Carriage, states the same on the tes, the consequence of which shall be the ing and willing election to ship under For n with the Carriage in an amount exceeding to Section 8 of the Bill of Lading Contract	nat Forwarder's liability to Me warder's lower/regular rates ng \$500 per package lawful t Terms & Conditions for mo	erchant shall be limited as follows: is that neither Forwarder nor any Sub-Cont money of the U.S., or in case of Goods not re info.	em rate tractors
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Note: Failure to pay billed charges within 30 days may result in a lien on future shipments. He where the rate is dependent on value, shippers are required to state specifically in writing the shipper to be not exceeding \$ per SHIPPER SIGNATURE & DATE PRINT NAME PRINT NAME PRINT NAME	efore the Carriage, states the same on the test, the consequence of which shall be the ing and willing election to ship under Forward in with the Carriage in an amount exceeding to Section 8 of the Bill of Lading Contracts reserves the right to impose interest of a garged or declared value of the goods. The RRIER SIGNATURE & PICK	nat Forwarder's liability to Me warder's lower/regular rates ng \$500 per package lawful t Terms & Conditions for mo n past due freight charges co The agreed or declared value	erchant shall be limited as follows: is that neither Forwarder nor any Sub-Cont money of the U.S., or in case of Goods not ore info. ommensurate with the applicable law. e of the goods is hereby specifically stated I SHIPMENT LOADED E SHIPPER	em rate tractors shipped by the

1. DEFINITIONS

"Carriage" means the operations and services that Forwarder undertakes to performed or arrange as to the Goods covered by this Bill of Lading. "Forwarder" means Hawaiian Express Service, Inc. and its servants and agents. "Person" means any natural person, corporation, any other legal entity, or any unincorporated association. "Merchant" includes the consignor, shipper, exporter, seller, or any unincorporated association. "Merchant" includes the consignor, shipper, exporter, seller, consignee, owner of the Goods, or the lawful holder or endorsee of this Bill of Lading, and any Person lawfully acting on behalf of any of those Persons. "Goods" means the cargo that Merchant has tendered for Carriage, whether carried on or under deck, and includes any Container not supplied by or on behalf of Forwarder, "Vessel" includes the vessel named on the front page of this Bill of by or on behalf of Howarder. "Vessel" includes the vessel anamed on the front page of this bill of Lading or any substitute for that vessel, and any feeder vessel, lighter, barge, or other conveyance used by or on behalf of Forwarder for any part of the Carriage. "Sub-Contractor" includes Vessel owners and operators, water carriers, stevedores, terminals, warehouses, container freight stations, motor carriers, drayage companies, borkers, freight flowarders, rail carriers, and other transportation and transportation-related service providers. "Sub-Contractor" also includes direct and indirect subcontractors and their respective servants, agents, or sub-contractors. "Package" means each Container that is stuffed and sealed by or on behalf of Merchant, and not the items packed in such Container if the number of such items is not stated on the front page of this Bill of Lading, and not where the number of such items is indicated by the terms such as "Said to Contain" or similar expressions. "Container" includes any shipping container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used for or in connection with the Carriage. "COGSA" means the Carriage of Goods by Sea Act of the United States of America, Apr. 16, 1936, ch. 229, 49 Stat. 1207, reprinted in note following 46 U.S.C. 30701. "Charges" includes freight, all expenses, costs, detention, demurrage, general average, and any other money obligations incurred in the Carriage of the Goods or payable by Merchant, and all collection costs for freight and other amounts due from Merchant, including attorneys' fees and court costs. "Dangerous Goods" includes amounts due from Merchant, including attorneys fees and court costs. Dangerous Goods includes any Goods classified or described as dangerous in the International Maritime Organization's International Maritime Dangerous Goods Code or in Forwarder's applicable tariff, and any Goods that could present or could be likely to present any hazard to the Vessel, any other transporting conveyance, to other cargo or property, or to any Person.

2. FORWARDER'S UNDERTAKING

Merchant understands that Forwarder is a domestic freight forwarder that operates no transportation conveyances that transport the Goods. Forwarder is a Title 49 freight forwarder, licensed by the Federal Motor Carrier Safety Administration—docket number FF000266. Forwarder contracts with Sub-Contractors to transpor to nandle the Goods. 3. AGREEMENT TO TERMS AND CONDITIONS

3. AGREAMEN IT OF LEMIS AND CONDITIONS
In tendering the Goods to Forwarder for Carriage, Merchant accepts this Bill of Lading and agrees to be bound by these Bill of Lading Contract Terms and Conditions, as well as those on the front page, whether written, typed, stamped, or printed, as fully as if signed by Merchant, any local custom or privilege to the contrary notwithstanding. This Bill of Lading is non-negotiable. Merchant has prepared this Bill of Lading or Forwarder or its authorized agents have done so on Merchant's behalf. Merchant agrees that this Bill of Lading superviseds all agreements or freight engagements for and in connection with the Carriage of Goods. The defenses and limits of liability of this Bill of Lading shall apply in any action against Forwarder under any legal theory, whether in contract, tort, bailment , contribution, or otherwise

4 SUB-CONTRACTING AND INDEMNITY

(A) Forwarder has the right at any time and on any terms to sub-contract the whole or any part of the Carriage, as well as any duties Forwarder has undertaken as to the Goods, or to substitute any other vessel or means of transport for the Vessel.

vessel or means of transport for the Vessel.

(B) Every Sub-Contractor, Person, and Vessel shall have the benefit of every exemption, defense, and limitation of these Bill of Lading Contract Terms and Conditions, as if such provisions were expressly for every such Sub-Contractor's, Person's, and Vessel's benefit, and in entering into this contract for the Carriage, Forwarder, to the extent of such exemptions, defenses, and limitations, does so not only on its behalf, but also as agent for such Sub-Contractors, Persons, and Vessel, and to that extent, each is or shall be deemed to be parties to this Bill of Lading.

5. NOTICE OF CLAIM AND TIME-BAR

(A) Unless written notice of loss or damage and the general nature of such loss or damage is given in writing to Forwarder at the Port of Discharge or Place of Delivery, whichever is applicable to the Carriage, before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereof under this Bill of Lading, such removal shall be prima facie evidence of the delivery by Forwarder of the Goods as described in this Bill of Lading. If the loss or damage is not apparent

by Forwarder of the cools as described in this Bull of Labing. If the loss or camage is not apparent, then the notice must be given within three days of the delivery.

(B) In any event, Forwarder and Sub-Contractors shall be discharged from all liability in respect of loss or damage unless suit is brought in the exclusive forum under clause 27 within one year after the delivery of the Goods or the date on when the Goods should have been delivered. But if that period shall be found to be contrary to any law that compulsorily applies to the segment of the Carriage during which the loss or damage occurred, then the prescribed limitations period or retirem sorred; under such law scholl then casely. minimum period under such law shall then apply.

6. CLAUSE PARAMOUNT

(A) This Bill of Lading shall have effect subject to COGSA, which is incorporated into this Bill of Lading, All Carriage to, from, or within the United States of America, including its districts, territories, and possessions (collectively, the "U.S."), under this Bill of Lading shall have effect subject to COGSA—Forwarder and Merchant expressly agree, under section 13 of COGSA, that it shall apply

CUGSA—Forwarder and Merchant expressly agree, under section 13 of LUGSA, that it shall apply to Carriage between ports of the U.S., in lieu of the Harter Act, 46 U.S.C. sections 30701-30707.

(B) COGSA shall also apply contractually and govern the Carriage before the Goods are loaded aboard the Vessel and after their discharge, and throughout the entire time that the Goods are in the custody of Forwarder or its Sub-Contractors.

(C) Forwarder Acting As Agent for Non-Carriage Services: Whenever Forwarder undertakes to expressible the programment of the Comment of the Com

accomplish any act, operation, or service not initially agreed to or stated on this Bill of Lading Forwarder shall act as Merchant's agent and shall be under no liability for any loss of or damage to the Goods or any direct, indirect, or consequential loss arising out or resulting from such act, operation, or service. Merchant understands and agrees that Forwarder shall perform such non-Carriage services under Forwarder's Terms and Conditions of Service, a copy of which is available

upon request, and not under these Bill of Lading Contract Terms and Conditions. 7. FORWARDER'S RESPONSIBILITIES AS TO CARRIAGE

(A) The responsibilities of Forwarder for the Goods cover the entire period during which Forwarder is in charge of the Goods, starting from the time Forwarder has received the Goods at the Place of Receipt for Port of Loading, as applicable, until the time of delivery at the Port of Discharge or Place of Delivery, as applicable, to Merchant or to any authority to which Forwarder is required to make

delivery by local law or regulation, whichever occurs earlier.
(B) Where the liability scheme for interstate motor transportation under United States of America (g) Where the liability scheme for interstate motor transportation under United States of Amence laws collectively known as the "Carmack Amendment" ("Carmack) would otherwise apply to any segment of the Carriage, Merchant expressly agrees to a waiver of the Carmack liability scheme. For such motor transportation, Merchant expressly agrees that this Bill of Lading, and particularly, this paragraph, satisfies the express written waiver required under 49 U.S.C. section 1410(t) of all Merchant's rights and remedies under Carmack, excluding the provisions governing registration, insurance or safety fitness

insurance, or safety titness.

(C) Notwithstanding clause 7 (B), if a court were to hold that that Carmack nevertheless applies to any segment of the Carriage, then the following notice and time-for-suit periods shall apply:

(i) Any cargo claims subject to Carmack must be filed within nine months after the delivery of the

Goods, or in the case of export traffic, within nine months after delivery at the port of export, except that claims for failure to make delivery must be filed within nine months after a reasonable time for delivery has elapsed. The failure to file a claim within the applicable nine-month period shall result in

delivery has elapsed. The failure to file a claim within the applicable nine-month period shall result in the claim's being time-barred and Forwarder's discharge from any liability. Forwarder shall not pay any time-barred claims. A timely notice of claim is a condition to the right to institute a timely lawsuit against Forwarder, as set forth below in sub-paragraph (ii). (ii) Any lawsuits for cargo claims subject to Carmack shall be filed against Forwarder no later than two years and one day from the date on which Forwarder has given written notice to the claimant that Forwarder has disallowed the claim, or any part or parts of the claim specified in the timely notice of claim. Assuming a timely notice of claim, the failure to file a timely lawsuit within the above two-year-and-one-day period shall result in the claim's being time-barred and Forwarder's discharge from any liability. Forwarder shall not vay any time-barred claims.

any liability. Forwarder shall not pay any time-barred claims. 8. LIMITATION OF LIABILITY, OPPORTUNITY TO AVOID LIMITATION OF LIABILITY

8. Limit Alton VE Liability, OPPCININITY TO AVOID LIMITATION OF LIABILITY
Forwarder has established and offered alternative rates of frieight for the Carriage and Merchant
understands and agrees that it has made an election between those alternative rates, between (1)
Forwarder's regular/lower rates for Goods with limited value, and (2) and valorer nates for goods not
so limited, which rates are dependent on the value declared by Merchant. Unless Merchant declares
the nature and value of the Goods before the Carriage, states the same on the front page of this Bill
of Lading, and pays the corresponding ad valorem rate, Merchant knowingly and willingly elects to on belong, and pays are corresponding and varieties may inection knowingly and winning recust to ship the Goods under Forwarder's regular/lower rates, the consequence of which shall be that Forwarder's liability to Merchant shall be limited as follows:

(A) Limitation for Carriage to, from, or within the U.S.: The consequence of Merchant's knowing and

willing election to ship under Forwarder's lower/regular rates is that neither Forwarder nor any Sub-Contractors, or the Vessel, shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding \$500 per package lawful money of the U.S., or in case of Goods not shipped in packages, per customary freight unit, or the equivalent of tha

BILL OF LADING CONTRACT TERMS AND CONDITIONS

(B) Limitation Where Carmack Applies Notwithstanding Clause 7(B): If a court were to hold that Carmack applies notwithstanding the waiver in clause 7(B), then the consequence of Merchant's knowing and willing election to ship under Forwarder's lower/regular rates is that neither Forwarder knowing and willing election to ship under Forwarder's lower/regular rates is that neither Forwarder nor any Sub-Contractors, or any vessel that transports the Goods shall in any event be or become liable for any loss or damage to or in connection with the Carriage in an amount exceeding U.S.\$1 per kilogram of the gross weight of the Goods that have sustained loss or damage.

9. METHODS AND ROUTES OF CARRIAGE
Forwarder may at any time and without notice to Merchant:

(A) Use any means of transport or storage whatsoever;

(B) Transfer the Goods from one conveyance to another, including transshipment to a vessel other than the Vessel stated on the front page of this Bill of Lading, or any other means of transport

(C) Sail with or without pilots, proceed at any speed and by any route in Forwarder's sole discretic irrespective of whether such route is the nearest, most direct, customary, or advertised route proceed to, return to, and stay at any port or place whatsoever in any order, in or out of the route, or in a contrary direction to or beyond the Port of Discharge, once or more in order to, without limitation bunker or load or discharge cargo, undergo repairs, adjust equipment, drydock, make trial trips, tow

or be towed. Merchant agrees that anything done or not done in accordance with the above sub-paragraphs or any resulting delay shall be within the scope of the Carriage and not a deviation.

10. FORCE MAJEURE

Without prejudice to any of Forwarder's rights or privileges under this Bill of Lading or under applicable law, Forwarder shall not be responsible for any loss, damage, or delay that arises out of or is in any way related to, directly or indirectly, any event beyond the reasonable control of Forwarder, regardless of the event's foreseeability, including war, hostilities, warlike operations, terrorism, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any terronsm, embargoes, blockades, port congestion, strikes or labor disturbances, regulations of any governmental authority perfaining thereto or any other official interferences with commerce that arise out of or are in any way, in which case Forwarder shall have the right to cancel any outstanding booking or the Carriage has Powarder, at its sole discretion, without prior notice to Merchant and irrespective of whether the Carriage has begun, may treat the performance of the Carriage as terminated and place the Goods at Merchant's disposal at any place or port that Forwarder, at its sole discretion, deems the Goods at Merchants disposal at any place or port that I-orwarder, at its sole discretion, deems to be safe and convenient, whereupon Forwarder's responsibility for such Goods shall cease. Forwarder shall nevertheless be entitled to full freight and Charges on such Goods, and Merchant shall pay any additional costs of transportation, transshipment, loading, unloading, delivery, storage, and all expenses related to each of the foregoing.

11. NOTIFICATION AND DELIVERY

(A) Any statement in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of Forwarder, and failure to give such notification shall not give rise to any liability on the part of Forwarder or relieve Merchant of any obligation to Forwarder.

(B) Merchant shall take delivery of the Goods within the time stated in the water carrier's or other

Sub-Contractor's applicable tariff or as Forwarder may otherwise require because of circumstances at the Port of Discharge or Place of Delivery. If Merchant fails to do so, or whenever in Forwarder's at the Port of Discharge of Prace or Develoy. In Merchant falls do do so, of wherever in Prowader's sole discretion the Goods are likely to deteriorate, decay, become worthless, lose value, or incur-charges in excess of their value, whether for storage or otherwise, then Forwarder, in its sole discretion and without prejudice to any rights Forwarder may have against Merchant, and without notice and without any responsibility attaching to Forwarder, may un-stuff, self, destroy, or dispose of the Goods at Merchant's sole risk and expense. Any of the above shall constitute delivery to

On the coods at welcraint is one his and expense. Any of the above shall constitute delively to Merchant under this Bill of Laddy, terminating Forwarder's responsibility for the Goods. (C) Merchant's refusal to take delivery of the Goods notwithstanding its having received notice of their availability shall constitute an irrevocable waiver of any claims arising out of or relating to the Goods or the Carriage. Merchant shall be liable to Forwarder for any losses, damages, expenses, and liabilities it incurs arising out of such a refusal, including for the cost of returning the Goods to their relaced forcing. their place of origin.

(D) Merchant understands and agrees to the provisions on free storage time and demurrage in the iter carrier's or other Sub-Contractor's applicable tariff

12 FREIGHT AND CHARGES

12. PREINT I AND CHARGES

(A) All freight shall be deemed fully, finally, and unconditionally earned on Forwarder's receipt of the
Goods and shall be paid and non-returnable in any event.

(B) All freight and Charges shall be paid without any set-off or deduction.

(C) Payment of freight and Charges to any Person other than Forwarder or its authorized agent is not and shall not be considered payment to Forwarder and shall be at Merchant's sole risk.

The air shall have expensed by the property of the worder and shall be at well with a state of the control of the state of

considered a default by Merchant in the payment of freight and Charges. 13. FORWARDER'S SPECIFIC AND GENERAL LIENS AS TO THE GOODS AND ANY ROPERTY OF MERCHANT

(A) In addition to a specific cargo lien under law, including under California Civil Code section 3051.5, Forwarder shall have a general and continuing lien on the Goods and on any property of Merchant in Forwarder's actual or constructive possession or control as to any unpaid Charges including, for monies owed to Forwarder with regard to the shipment hich Forwarder is claiming the lien, a prior shipment, or both, including, as to freightage, dead freight, demurrage, detention, and for any expenses that Forwarder incurs for storage security, repacking, remarking, fumigation, or required disposal of Goods, for fines, dues, tolls, or commissions that Forwarder has paid or advanced on behalf of the Goods, for any sums, including for attorneys' fees Forwarder has incurred because of any attachment or other legal proceedings brought against the Goods by governmental authorities or any person claiming an interest in the Goods. The failure to pay any Charges may result in a lien on a future shipment(s), including the cost of storage and appropriate security for the subsequent shipment(s) that Forwarder may hold under this section. Forwarder's lien(s)

shall survive discharge or delivery of the Goods.

(B) Forwarder shall provide written notice to Merchant of Forwarder's intent to exercise its lien rights, which notice shall set forth the exact amount of monies due. Merchant shall notify all parties having an interest in the shipment(s) of Forwarder's lien rights and the potential exercise of such rights in the absence of the payment of the monies due.

(C) Unless, within thirty 30 days of receiving notice of lien. Merchant posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Forwarder, guaranteeing payment of all monies due, plus all ongoing and accruing Charges, Forwarder shall have the right to sell the Goods or other property of Merchant at public or private sale or auction and Forwarder shall refund to Merchant any net proceeds remaining after such sale.

14. DESCRIPTION OF GOODS AND NOTIFICATION

14. DESCRIPTION OF GOODS AND NOTIFICATION
(A) Merchant's description of the Goods stuffed in a sealed Container by Merchant or on its behalf shall not be binding on Forwarder, and the description Merchant states on the front page of this Bill of Lading is solely for Merchant's own use. Merchant understands that Forwarder has not verified the contents, weight, or measurement of a sealed Container or Package, or the value, quantity quality, description, condition, marks, or numbers of the contents. Forwarder is under no responsibility in respect of such description of particulars.

(B) Forwarder shall not in any circumstances be under any liability for insufficient packing or inaccuracies, obliteration or absence of marks, numbers, addresses or description, or for misdelivery due to marks or countermarks or numbers, or for failure to notify the consignee of the arrival of the Goods, notwithstanding any custom of the Port of Discharge or Place of Delivery, as applicable, to

15 DANGEROUS GOODS

13. DAMCEROUS GOODS (A) At the time of shipment of Dangerous Goods, Merchant shall, in compliance with the regulations governing the transportation of such goods, have the same properly packed, distinctly marked, and labeled, and notify Forwarder in writing of their proper description, nature, and the necessary

(B) Goods that are Dangerous Goods or are otherwise of an inflammable, explosive, or dangerous (a) doubt that are Jarjetous couch a rate unterwise of an initial initiate, explosive, or undigenous nature to the shipment as to which Forwarder, the Vessel's master, or agent of Forwarder has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place and destroyed or rendered innocuous by Forwarder without compensation to Merchant, which shall be liable for all damages and expenses directly or indirectly arising out of such shipment. (C) Merchant shall indemnify and hold Forwarder harmless from and against any loss, damage liability, and expense, including attorneys' fees. Forwarder has incurred, arising out of or in any way inclusing, and expense, including automospheres, to whater has included, aliasing out of oil in any way connected with or caused by, in whole or in part, omission of full disclosure required by this clause or by applicable treaties, conventions, laws, codes, or regulations.

16. PERISHABLE CARGO

(A) Goods of a perishable nature shall be carried in ordinary Containers without special protection. (A) cotoos of a peristation rature state to earned in orientary Containers without special protection, services, or other measures unless there is stated on the front page of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially-equipped Container, or that the Goods are to receive special attention in any way. (B) The term "apparent good order and condition," when used in this Bill of Lading with reference to Goods that require refrigeration, does not mean that the Goods, upon Forwarder's receipt of the

ame, were verified by Forwarder as being at the designated carrying temperature.

(C) Forwarder shall in no event be held liable for damage to Goods due to condensation. 17. DECK CARGO, ANIMALS AND PLANTS

17. DECK CARGO, ANIMALS AND PLANTS
Goods, Other than Goods stuffer in Containers, that are stated on the front page of this Bill of Lading as contracted to stowed "on deck" and are so carried, and all live animals, including, fish and birds, or plants shipped hereunder, shall be carried solely at the risk of Merchant, which understands and agrees that Forwarders shall not be liable for any loss or damage during the Carriago, whether or not arising out of negligence on the part of Forwarder. Merchant shall indemnify and hold Forwarder. harmless from and against any extra costs Forwarder has incurred for any reason connection with the Carriage of such live animals or plants.

18 INSPECTION OF GOODS

16. INSPECTION OF GOODS Forwarder or any Sub-Contractor shall be entitled, but shall be under no obligation, to open any Container or Package at any time and to inspect the Goods.
19. MERCHANT-STUFFED CONTAINERS

19. MERCHANT-STUFFED CONTAINERS
(A) If a Container has not been stuffed by or on behalf of Forwarder, then Forwarder shall not be liable for the loss of or damage to the Goods and Merchant shall indemnify and hold Forwarder harmless from and against any loss, damage, liability, and expense, including attorneys fees, that Forwarder has incurred if such loss, damage, liability, or expense arises out of or is in any way connected with or is caused by, in whole or in part; (1) the manner in which the Container was stuffed, filled, packed, or loaded, including because of the inclusion of wood packing materials; or (2) the inlied, packed, in ideal, including because of the incusion of wood pecking inlinering, or (2) the unsuitability of the Goods for Carriage in the Container, or (3) the unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of Forwarder, then that unsuitability or defective condition could have been apparent upon inspection by Merchant at or before the time when the Container was stuffed, filled, packed, or loaded. (B) Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima

facie evidence of its being suitable and without defect.

20. CARRIAGE AFFECTED BY THE CONDITION OF THE GOODS

22. CARRINGE AFFECTED BY THE COMMINION OF THE GOODS
If it appears at lany time that the Goods cannot safely or properly by carried or carried further, either at all or without incurring any additional expense or taking any measure in relation to the Goods or the Container, then Forwarder may, without notice to Merchant, but as its agent only, take any measure or incur any additional expense to carry or to continue the Carriage, or to sell or dispose of intensive or incur any adoutional expense to carry or to continue the Camage, or to see in or subsess or the Goods, or to abandor the Carriage or store Goods abnore or afford, under cover or in the open, at any place that Forwarder, in its sole discretion, considers most appropriate, which abandonment, storage, sale, or disposal shall be deemed to constitute delivery under this Bill of Lading. Merchant shall indemnify Forwarder against any additional expenses it has so incurred.

21. MERCHANT'S RESPONSIBILITIES

(A) The parties within the definition of "Merchant" shall be jointly and severally liable to Forwarder for

the fulfillment of all obligations undertaken by any of them under this Bill of Lading.

(B) Merchant warrants to Forwarder that the particulars relating to the Goods stated on the front page
of this Bill of Lading have been checked by Merchant on its receipt of this Bill of Lading. Merchant
further warrants that any particulars relating to the Goods furnished by or on behalf of Merchant are adequate and correct for all purposes including for purposes of security filings or disclosures and all other government-required filings or disclosures. Merchant also warrants that the Goods are lawful goods and are not contraband. (C) Merchant shall indemnify and hold Forwarder harmless from and against any loss, damage.

(c) meta-tian istail interlimity and unto a towarder families from an against any use, a unlage, liability, and expense, including attorneys fees, that Forwarder has incurred, arising out of or in any way connected with or caused by, in whole or in part, any breach of the warranties in sub-paragraph (B) of this clause or from any other cause in connection with the Goods for which Forwarder is not resnonsible

(D) Merchant shall provide Carrier with certified weights obtained on calibrated and certified weighing (D) metrotal strain plower callier with centilined wegling solutions and inclined wegling equipment of the Goods and the Container that are tendered to steamship lines and Merchant represents that Carrier is entitled to rely on the accuracy of such weights and to counter-sign or endorse it as agent of Merchant in order to provide the certified weight certificates or verifications of gross mass to the steamship line or terminal operator. Merchant agrees that it shall indemnify and hold Forwarder harmless from any claims, losses, fines, penalties, or other costs resulting from any incorrect or improper statements of the weight or verified gross mass provided by Merchant or its agent or contractor on which Forwarder relies.

agent or contractor on which Forwarder relies.

22. DELAY, CONSEQUENTAL LOSS, ETC.

(A) Forwarder does not undertake that the Goods will be transported from the Place of Receipt or Port of Loading, as applicable, or will arrive at the Port of Discharge or Place of Delivery, as applicable, or will be transshipped on board any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and rarival times are only expected times and may be advanced or delayed and Forwarder shall in no circumstances be liable for any direct, indirect, or consequential

loss or damage caused by delay.

(B) Except as this Bill of Lading expressly states otherwise, Forwarder shall in no circumstances be

liable for direct or indirect consequential loss or damage arising from any other cause 23. GENERAL AVERAGE AND SALVAGE

Any general average shall be adjusted, stated, and settled according to the version of the York-Antwerp Rules and in a place and in a currency under Forwarder's agreement with the Vessel's owners' or operators' interests. Merchant shall give such cash deposit or other security as the general average adjusters require to cover the estimated general average contribution of the Goods before average adjusters require to cover the estimated general average continuous of the Goods before their delivery, irrespective of whether Merchant had notice of the general average lien at the time of delivery. Forwarder shall be under no obligation to take any steps to collect security for general average ago is alwage security or contributions due from Merchant.

24. NEW JASON CLAUSE

In the event of accident, danger, damage, or disaster before or after the commencement of the vargage resulting from any cause, whether due to neptimene or not for which or for the

In the event of acclouding, dargier, damage, or disasser bettier or later the confinencement of the orgage resulting from any causes, whether due to negligence or not, for which or for the consequences of which, Forwarder is not responsible by statute contract or otherwise, the Goods and Merchant, jointly, and severally, shall contribute with Forwarder in general average to the payment of any sacrifices, 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 Goods. If a salving vessel is owned or operated by Forwarder, salvage shall be paid for as fully as if the salvage each or vessels belonged to strangers. Such deposit as the general average and salvage adjusters, or Forwarder or its agents, may deem sufficient to over the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods and Merchant, intribut and specially before distinct.

BOTH-TO-BLAME COLLISION

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect, or default of the master, mariner, pilot, or any Sub-Contractor in the navigation or in the management of the Vessel, Merchant shall indemnify Forwarder against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim of Merchant, paid or payable by the other or non-carrying vessel or list owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or the owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or the owners as a part of their claim against the carrying vessel or water carrier. The above provisions shall when the carrying vessel or the carrying vessel or water carrier. The above provisions shall of the carrying vessel or the carrying vessel or water carrier. The above provisions shall one of the carrying vessel or the carrying vessel or water carrier. also apply where the owners, operators, or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects, are at fault in respect of a collision, contact,

Stranding, or other accident.

26. VARIATION OF THE CONTRACT; PARTIAL INVALIDITY

No employee, servant, agent, or Sub-Contractor of Forwarder has the power to waive or vary any of these Bill of Lading Contract Terms and Conditions unless Forwarder, in writing, has specifically authorized such a waiver or variation. If any provision of these Bill of Lading Contract Terms and Conditions shall for any reason be held to be invalid or unenforceable by any court or regulatory body, then the remainder of these Bill of Lading Contract Terms and Conditions shall be unaffected and shall remain in full force and effect.

27. MANDATORY LAW, VENUE, AND JURISDICTION

(A) MANDATORY CHOICE OF LAW. Merchant agrees that all claims or disputes arising out of or in

(A) MANDATORY CHOICE OF LAW. Merchant agrees that all claims or disputes arising out of or in any way connected to this Bill of Lading or the Carriage shall be determined under the federal law of any way confected units after Leaving or the Cantago and the Centerland under the returned and or the United States of America, without regard to its conflict of laws rules or, in the absence of such federal law, then under the laws of the State of California, without regard to its conflict of laws rules. (B) MANDATORY VENUE. The exclusive and mandatory venue for any of the above claims or disputes shall be the United States District Courf for the Central District of California in Los Angeles, disputes shall be the Orlines States brainer Count for the Central bissint of California, to the exclusion of all other courts. But if in the plaintiff's judgment there were to be no federal subject matter jurisdiction as to a given claim or dispute, then the exclusive and mandatory venue for any of the above claims or disputes would become the Los Angeles County Superior Court in Los Angeles, California, to the exclusion of all other courts, subject to the defendant's right to remove the action to the above federal court if, in the defendant's judgment, there exists federal subject matter jurisdiction as to the given claim or dispute.

(C) MANDATORY CONSENT AND WAIVER. Forwarder and Merchant agree to irrevocably submit

to the personal jurisdiction of the above courts and waive any jurisdictional, venue, or inconvenient