

Bill of Lading Terms and Conditions

1. For all purposes under this bill of lading the following "carrier" is understood to include the following companies:
CONSOLIDATOR INTERNATIONAL CONTAINER SERVICE, U.S. GROUP CONSOLIDATOR, INC. & USG LOGISTICS INC.

The ship's true owner "Master" operator demise chartered and if found thereby the time chartered and any substitute Carrier whether the owner operator chartered or Master shall be acting as carrier or bailee.
(b) "Ship" means the ocean vessel on which the goods are shipped and any substitute ship and any craft lighter or other means of conveyance used owned, chartered or operated by the carrier in the performance of the contract of carriage evidenced by this bill of lading.
(c) "Shipper" means the person named as such in this bill of lading and the person for whose account the goods are shipped.
(d) "Consignee" means the holder of the bill of lading properly endorsed and the receiver and the owner of the goods.
(e) "charges" means freight and all expenses and money obligations incurred and payable by the goods shipper consignee or any of them.

The following are the exceptions, limitations, conditions and liberties referred to on the face of this bill of lading.

2. Carrier shall transport the goods or packages received from the Shipper said to contain goods herein above mentioned from the port of loading with liberty to process via any route or any port or ports within the scope of the voyage to the port of discharge or so near thereto as the ship can safely get and leave always afloat at all stages and conditions of water and whether there be delivered or transhipped on payment of the charges there on if the goods in whole or in part are shut out from the ship named on the reverse side thereof for any cause or having been loaded are discharged for any purpose at a port other than the named port of discharge the Carrier shall have liberty to forward them under the terms of this bill of lading on the next available ship of the line of said ship or at Carrier's option of any other line cargo may be landed on docks or placed in lighters at intermediate ports for the purpose of restoring the cargo or loading other cargo.

3. It is agreed that the custody and carriage of the above goods are subject to all of the terms of this bill of lading which shall govern the relations between the Shipper, Consignee and the Carrier in every contingency wherever and whenever occurring and also in the event of deviation or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently. None of the terms of this bill of lading shall be deemed to have been waived by the Carrier unless by express waiver signed by a duly authorized agent of the Carrier.

4. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936 which shall be deemed to be incorporated herein and nothing herein contained shall be deemed to surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act the Carrier shall be entitled to avail itself of all rights or immunities provided for in said Carriage of Goods by Sea Act although the contract of carriage evidenced by this bill of lading is not for the Carriage of Goods by Sea Act or from ports of the United States. The Carrier's responsibility in respect of the goods as a carrier shall not attach until the goods are actually loaded for transportation upon the ship and shall terminate without notice as soon as the goods leave the ship's tackle at the Port of Discharge from Ship or other place where the Carrier is authorized to make delivery or end its responsibility. Any responsibility of the Carrier in respect of the goods attaching prior to such loading or continuing after leaving the ship's tackle as aforesaid shall not exceed that of an ordinary bailee and in particular the Carrier shall not be liable for loss of damage to the goods due to flood, fire as provided elsewhere in this bill of lading falling or collapse of wharf pier or warehouse robbery, theft or pilferage, strikes, lockouts or stoppage or restraint of labor or any other cause where the loss or damage is not due to the fault or neglect of the Carrier. Provided that when the place of delivery set forth herein is an inland port the responsibility of the Carrier with respect to transportation to and from the sea terminal ports will be as follows:

- Between ports in Europe
 - If by road - in accordance with the Convention on the Contract for the International Carriage of Goods by Road dated 19th May 1956 (hereinafter called "CMR")
 - If by rail - in accordance with the International Agreement on Railway Transports dated 25th February 1951 (hereinafter called "CIM")
 - If by air - in accordance with the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw 12th October 1939 as amended by the Hague Protocol dated 20th September 1955 (hereinafter called "Warsaw Convention")
- Between ports in the USA - to procure transportation by carriers (one or more) authorized by competent authority if required to engage in transportation between such points and such transportation shall be subject to the inland carriers usual contracts of carriage or tariffs as they may be applicable to such service even though the terms of such usual contracts of carriage or tariffs may be less favorable than the terms in the Ocean Bill of Lading. The Carrier guarantees the fulfillment of such inland carriers usual contracts and tariffs.
 - Between points in countries other than the USA and other than Europe (irrespective whether or not the CMR, the CIM or the Warsaw Convention apply in such countries) - to transport the goods
 - If by road - in accordance with the CMR
 - If by rail - in accordance with the CIM
 - If by air - in accordance with the Warsaw Convention

Provided further that the Carrier's liability for loss of or damage to the goods shall in no event exceed \$500 of the United States per package or in case of goods not shipped in package per customary freight unit as is more fully set forth in paragraph 23 below and subject to the provisions of that paragraph.

And provided further that insofar as there is no agreement to any law of the USA and/or to any other national law or International Convention (including CIM, CMR and the Warsaw Convention) which cannot be departed from by private contract prevailing in the country where it can be proved that the loss of damage occurred the Carrier shall not be liable for loss or damage arising or resulting from:

- The wrongful act or neglect of the Shipper and/or Consignee
- compliance with the instructions of the Shipper and/or Consignee
- any cause of event which the Carrier could not avoid and the consequence whereof it could not prevent by the exercise of reasonable diligence including but not limited to the acts of God, acts of war, riots and other indirect causes.
- fire during carriage, by sea of inland waterways (unless caused by the actual fault or privity of the Carrier by sea or inland waterways)
- the act or neglect or default of the Carriers, manner, pilot or the servants of the carrier by sea or inland waterways in the navigation or management of the ship.
- the lack or insufficiency or the defective condition of packing in the case of goods which by their nature are liable to wastage or to be damaged when not packed or when not properly packed.
- defect of the container, transportable tank, flat or pallet supplied by or on behalf of the shipper.
- handling, loading, stowage or unloading of the goods by the Shipper or Consignee.
- inherent vice of the goods.
- insufficiency or inadequacy of marks or numbers of the goods, containers, transportable tanks, flats, pallets, cases or coverings if supplied by or on behalf of the shipper.
- strikes or lockouts or stoppage or restraint of labor from whatever cause whether partial or general.
- any other cause arising without the actual fault or privity of the Carrier or without the fault or neglect of the agents or servants of the Carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the Carrier nor the fault or neglect of the agents or servants of the Carrier contributed to the loss or damage.

- failure to deliver in accordance with marks unless such marks have been clearly and durably stamped or marked by the shipper before shipment upon the goods or packages, in letters and numbers not less than two inches high together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed goods not otherwise accounted for shall be allocated for completing delivery to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage. Loss or damage to goods in bulk stowed without separation from other goods in bulk of like quality shipped by either the same or another shipper shall be divided in proportion among the several shippers.
- non-delivery or mis-delivery or loss of or damage to the goods occurring while the goods are not in the actual custody of the Carrier.

5. The Carrier shall be entitled to the full benefit of and right to all limitation of or exemptions from liability authorized by any provisions of Section 4291 to 4298 both numbers inclusive of the Revised Statutes of the United States and amendment thereto and of any other provisions of the laws of the United States or of any other country whose laws shall apply.

6. As to services incident to though transportation the Carrier undertakes to procure such services as necessary. All such services will be subject to the usual contracts of the persons providing the services. The Carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts.

7. When the goods are damaged or lost during through transportation and it cannot be established in whose custody the goods were when the damage or loss occurred the damage or loss shall be deemed to have occurred during the sea voyage and The Hague Rules shall apply as set forth in the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated 25th August 1924.

8. Arrival times are not guaranteed by the Carrier. The Carrier does not accept responsibility for any direct or indirect loss or damage sustained by the Shipper and/or Consignee through the negligence of the Carrier is liable for consequences of any delay under any laws, statutes, agreement or Convention of a mandatory nature.

9. No servant or agent of the Carrier or any independent contractor sub-carrier or stevedores employed by the Carrier to carry out any of its obligations or to perform any other services shall be held liable for any greater liability to the Shipper and/or Consignee than the Carrier for any loss damage or delay whatsoever caused to the goods, but shall be entitled to the benefit of every exemption limitation condition and defense herein contained in favor of the Carrier. For the purpose of this provision all such persons shall be deemed to be the Carrier under the contract evidenced by this bill of lading made on their behalf by the Carrier.

10. The scope of voyage herein contracted for shall include usual or customary or advertised routes or routes in the world or contract or not also ports in or out of the advertised geographical usual or ordinary route or order even though in proceeding hereto the ship may call beyond the port of discharge or in a direction contrary thereto or return to the original port or depart from the direct or customary route and includes all call ports and other ports of call at any port for the purpose of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not and may call at the same port more than once may for matters occurring before loading the goods loading or unloading at any port or ports in the vicinity of the port of discharge or in the vicinity of the port of loading either with or without the goods or passengers on board and before or after proceeding toward the port of discharge adjust compasses drydock with or without cargo aboard go on ways or to repair yards shift berths make trial trips or tests take fuel or stores remain in port with or without pilots tow and be towed and save or attempt to save life or property and all of the foregoing are included in the contract voyage.

11. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage which in the judgment of the Carrier is likely to give rise to risk of capture seizure detention damage delay or disadvantage to or loss of the ship or any part of her cargo to make it unsafe imprudent or unlawful for any reason to proceed or to continue the voyage or to enter or discharge the goods at the port of discharge or to give rise to delay or difficulty in arriving discharging at or leaving the port of discharge or the usual or agreed place of discharge in such port the Carrier may before loading or before the commencement of the voyage or at any place or places en route thereto to take delivery of the goods at port of shipment and upon failure to do so may warehouse the goods at the risk and expense of the goods or the Carrier whether or not proceeding toward or entering or attempting to enter or discharging at the port of discharge or attempting to reach the usual place of discharge thereon or attempting to discharge the goods there may discharge the goods into depot lazaretto craft or other place or the ship may proceed or return directly or indirectly to or stop at any port of place whatsoever as the Carrier may consider safe under the circumstances and may load and discharge the goods or any part thereof at any such port or place or the Carrier may retain the cargo on board until the return trip or until such time as the Carrier thinks advisable and discharge the goods at any place whatsoever as herein provided or the Carrier may discharge and forward the goods at the usual or agreed place of discharge at the expense of the goods. Under all of the aforesaid circumstances the Carrier shall not be required to give notice of discharge of the goods or the forwarding thereof and when the goods are discharged from the ship as provided in this paragraph they shall be all their own risk and expense such discharge shall constitute complete delivery and performance under this contract and the Carrier shall be freed from any further responsibility. For any services rendered to the goods as hereinabove provided the Carrier shall be entitled to a reasonable extra compensation.

12. The Carrier may in its discretion and as part of the contract voyage in order to secure dispatch for the ship at port of discharge of transshipment of the goods proceeds thence with the whole or any portion of the goods on board and discharge the same on the return trip or subsequent voyage or discharge the same at any other port and thence carry or forward the same at Carrier's convenience to destination at ship's expense but at risks of shipper and consignee in either case subject in other respects to the provisions of this bill of lading in case of transportation by the Carrier or of the usual bill of lading of any other carrier performing the same.

13. The Carrier shall have liberty to comply with any orders or directions as to loading departure arrival routes ports of call stoppages discharge destination delivery or other wise whatsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or any department thereof by any committee or person having under the terms of war risk insurance on the ship the right to give such orders on direction, Delivery or other disposition of the goods in accordance with such orders or directions shall be fulfillment of the contract voyage. The ship may carry contraband explosives munitions warlike store hazardous cargo and may sail armed or unarmed and with or without convoy.

In addition to all other liberties herein the Carrier shall have the right without delivery of respit to deposit or discharge the goods at any place whatsoever surrender or dispose of the goods in accordance with any direction condition or agreement imposed upon or exacted from the Carrier by any government or department thereof or any person purposing to act with the authority of either of them in any of the above circumstances the goods shall be solely at the risk and expense of the Shipper and/or Consignee and all expenses and charges so incurred shall be payable by anyone of the same and shall be a lien on the goods.

14. Unless otherwise stated herein the description of the goods and the particulars of the packages mentioned herein are those furnished in writing by the shipper and the Carrier shall not be concluded as to the correctness of marks number quantity weight gauge measurement contents nature quality or value. Single pieces or packages exceeding 4,480 lbs in weight shall be liable to pay extra charges if in accordance with tariff rates in effect at time of shipment for loading, handling, trans-shipping or discharging and the weight of each such piece or package shall be declared in writing by the shipper on shipment and clearly and durably marked on the outside of the piece or package. The Shipper and the goods shall also be liable for and shall indemnify the Carrier in respect of any injury, loss or damage arising from Shippers failure to mark the weight of any such piece or package or from inadequate or improper description of the goods or from the incorrect weight of any such piece or package having been declared or marked thereon from failure fully to disclose the nature and character of the goods, from insufficiency of packing or from any other act or neglect of the shipper, his agents or his servants.

15. Carrier may containerize any goods Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck. Special containers with refrigeration or heating units shall not be furnished unless contracted for in writing at the time of booking Carriage of containers under deck

is guaranteed only when the bill of lading is stamped for under deck carriage.

16. Goods may be stowed in poop forecastle deck house shelter deck, passenger space or any other covered in space commonly used in the trade and suitable for the carriage of goods and when so stowed shall be deemed for all purposes to be stowed under deck in respect of goods carried on deck all risks of loss or damage by parties inherent in such carriage shall be borne by the shipper or the consignee but in all other respects the custody and carriage of such goods shall be governed by the terms of this bill of lading and the Carrier shall have the benefit of all and the same rights immunities exemptions and limitations as provided for in Section 4 Sub-Division 2 (a) to (p) inclusive of the aforesaid U.S. Carriage by Sea Act Specially heated or specially cooked stowage is not to be furnished unless contracted for at an increased freight rate Goods or articles carried in any such compartment are at the sole risk of the owner thereof and subject to all the conditions exceptions and limitations as to the Carrier's liability and other provided of this bill of lading and further the Carrier shall not be liable for any loss or damage occasioned by the temperature risks of refrigeration or insufficiency in or accidents to or explosion breakage derangement or failure of any refrigerator plant or part thereof or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligence of the Carrier from liability for which the Carrier is not by law entitled to exemption.

17. If the Ship comes into collision with another ship as a result of the negligence of the other ship and any act or neglect of default of the Carrier's master pilot or the servants of the Carrier in the navigation or the management of the ship or in addition to the negligence will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Shipper and/or Consignee paid or payable by the other or non-carrying ship or her owners to the extent of the amount of final discharge or recovered by the latter or non-carrying ship or her owners as part of their claim against the carrying ship or carrier. The foregoing provisions shall also apply where the owners operators or those in charge of any ship or objects other than the ship or in addition to the carrying ships or objects are at fault in respect of a collision or collision.

18. General average shall be adjusted as set forth in the York Antwerp Rules 1950 except Rule XII thereof at such port of place as may be selected by the Carrier and as to matters not provided for by these Rules reference to the laws and usages of the Port of New York in such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed on foreign currency shall be converted at the rate prevailing on the last day of the month in which the goods were finally discharged of such damaged cargo from the ship Average agreement of bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. Such cash deposit as the Carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall be required to be made by the goods shippers consignees or owners of the goods to the Carrier before delivery and be placed in trust account in a bank in the joint names of the Carrier and of Trustees designated by the adjuster concerned. Notwithstanding anything herein before contained such deposit shall at the option of the Carrier be payable of United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds of credit balances if any shall be paid in United States Money in the event of accident damage or disaster before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not for which or for the consequences of which the Carrier is not responsible by statute contract or otherwise the goods the shipper and the consignee jointly and severally shall contribute with the Carrier 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 salvaging ship is owned or operated by the Carrier salvage shall be paid for as fully and in the same manner as if such salvaging ship or ships belong to strangers.

19. Whenever the Carrier may deem it advisable or in any case where the goods are destined for ports or places at which the ship does not call and particularly but not exclusively where the Port of Discharge from Ship and Destination of the Goods named Average are not the same the Carrier may without notice but at its own expense forward the goods or any part or parts thereof or any other loading at the original port of shipment or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods by water by land or by air or by any combination thereof whether operated by the Carrier or by others and where necessary or convenient or scheduled to depart or arrive before or after the ship expected to be used for the transportation of goods. The Carrier may delay forwarding awaiting a vessel or conveyance in its own service or with which it has established connections.

The carriage by any trans-shipping or forwarding carrier and all transshipment of forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading freight note contract or other shipping document used at the time by such carrier whether issued for the goods or not and even though such terms may be less favorable to the Shipper than those in this bill of lading. If the goods and may contain more stringent requirements as to notices of claim of commencement of suit and may exempt the non-carrier from liability for negligence. The Shipper expressly authorizes the Carrier to arrange with any such trans-shipping or forwarding carrier that the bill of lading or shipping document of the goods shall be a bill of lading of the goods or other shipping document of such character shall apply even though lower than the valuation of limitation herein Pending or during trans-shipping the goods may be stored ashore or afloat at the risk and expense of the Shipper and the Carrier shall be liable for the Port of Discharge from Ship over the rate prevailing at the time of the engagement evidenced by the bill of lading which latter rate has been used in computing the freight charges on this shipment shall be a charge upon the goods and shipper and consignee shall be liable therefor.

20. The port authorities are hereby authorized to grant general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge may discharge the goods directly as they come to hand at or into any wharf craft or place that the Carrier may select and continue on Sundays and holidays included at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be if the place of delivery herein designated is the port of discharge delivery of the goods shall be received by the consignee directly from the Carrier's warehouse or other place to hand in unloading or as soon as available if discharged on Carrier's wharf. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the goods are upon the wharf, craft or other loading or discharging place. All unloading and use of craft in discharging shall be at the risk and expense of the goods. Landing and delivery charges and pier dues shall be at the expense of the goods unless included in the freight herein provided for if the goods are not taken away by the Consignee by expiration of the next working day after the goods at his disposal the goods may at Carrier's option and subject to Carrier's lien be sent to store or warehouse or be permitted to be where landed but always the expense and risk of the goods. The responsibility of the Carrier in any capacity shall altogether cease and the goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the goods.

21. The goods shall be liable for all expenses of mending cooerage baling or reconditioning of the goods or packages and unloading of loose contents of packages also for any payment expense line dues duty, tax, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship in connection with the goods, however caused including any action or requirement of any government or governmental authority or person purposing to act under the authority thereof issued under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents failure of the Shipper to procure suitable Board of Health or other certificate to accompany the goods or to comply with laws or regulations of any kind imposed with respect to the goods by the authorities at any port of place of any act or omission of the Shipper or Consignee.

22. Freight shall be payable on actual gross intake weight or weight or measurement Freight may be calculated on the weight of the particulars of the goods furnished by the Shipper herein but the Carrier may at any time open the packages and examine weight measure and value the goods in case Shipper's particulars are found to be incorrect or defective. Board of Health or other certificate shall be liable for any expense incurred for examining weighing measuring and

valuing the goods. Full freight should be paid on damaged or unsound goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on shipment whether the freight be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight and charges due hereunder whether actually paid or not and to receive and retain them in whole under all circumstances whatsoever and/or cargo lost or not lost of the voyage broken up or abandonment. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the goods or any part thereof shall be at the risk and expense of the goods. All unpaid charges shall be paid in full and without any offset counterclaim or deduction in the currency of the port of shipment, or at Carrier's option in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have lien on the goods, which shall survive delivery for all charges due hereunder and may enforce this lien by public or private sale and without notice. The Shipper and the Consignee shall be jointly and severally liable to the Carrier for the payment of all charges and of the performance of the obligations of each of them hereunder.

23. In case of any loss or damage to or in connection with goods exceeding in actual value \$500 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 per package or per unit on which basis the freight is adjusted and the Carrier's liability if any, shall be determined on the basis of a value of \$500 per package or per customary freight unit or pro rata in case of partial loss or damage unless the nature of the goods and a value higher than \$500 shall have been declared in writing by the Shipper upon delivery to the Carrier and inserted in the bill of lading and extra freight paid if required and in such case if the actual value if the goods per package or per customary freight unit shall exceed such declared value the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

24. To avoid or alleviate the goods is less than \$500 per package or other freight unit. Their value in the calculation and adjustment of claims for which the Carrier may be liable shall for the purpose of avoiding uncertainties and difficulties in fixing value be deemed to be the invoice value plus freight and insurance to the extent that they are paid and recoverable in respect of whether any other value is greater or less.

25. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of the discharge or at such other place where the Carrier is authorized to make delivery before or at the time of the removal of the goods into the custody of the person entitled to delivery thereunder the contract of carriage such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the bill of lading if the loss or damage is not apparent the notice must be given within three days of the delivery. The Carrier shall not be liable upon any claim for loss or damage unless written particulars of such claim shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

26. In any event the Carrier shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the goods of the date of the discharge of the goods shall be received by the Carrier within thirty days after receipt of the notice herein provided for.

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31. All agreements or freight engagements for the shipment of the goods are superseded by this bill of lading, and all its terms, whether in or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be deemed to be parties to the contract in or evidenced by the bill of lading.

32. All agreements on freight engagements for the shipment of the goods are superseded by this bill of lading. If required by this Carrier, a signed original bill of lading duly endorsed must be surrendered to the Carrier on delivery of the goods.

33. If it shall be considered by the Carrier at any time that the performance of this contract may subject the Ship her crew and cargo or other transport to any hindrance, risk, delay, difficulty or disadvantage of whatever kind, the Carrier shall be entitled, whether or not the events in question existed or were anticipated at the time of entering into this contract, if the carriage has not already commenced, to cancel this contract or, in any event to discharge, tranship, land or deliver, the goods at any convenient port or place or to forward them at the sole risk and expense of the Shipper and/or Consignee or otherwise to deal with the goods as the Carrier may think advisable under the particular circumstances in any such event, the Carrier shall be entitled to full freight and to a reasonable extra compensation for any service rendered to the goods.

34. Disputes arising under this bill of lading shall be determined at the option of the Shipper or Consignee by the courts and subject to the provisions hereof in accordance with the law at:
(a) the place where the goods were taken in charge by the Carrier or the place designated for delivery, or
(b) the place of the Carrier's branch or agency through which this contract of carriage was made, or
(c) New York, N Y U S A (in this case, by the United States District Court for the Southern District of New York)

No proceedings may be brought before other courts, unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable.