Bill of Lading

WATERMAN STEAMSHIP CORPORATION

	3					
SHIPPER / EXPORTER (Complete Name and Address)			BOOKING NO.	BILL OF LADING NO.		
			EXPORT REFERENCES			
CONSIGNEE (Complete Name and Address)			FORWARDING AGENT			
			POINT AND COUNTRY OF ORIGIN OF GOODS			
NOTIFY PARTY (Complete Name and Address)			ALSO NOTIFY - ROUTING AND INSTRI	UCTIONS		
PRE-CARRIAGE BY*		PLACE OF RECEIPT BY PRE-CARRIER*				
EXPORTING CARRIER (vessel voy flag)		PORT OF LOADING	LOADING PIER / TERMINAL			
PORT OF DISCHARGE		PLACE OF DELIVERY BY ON CARRIER*	TYPE OF MOVE			
		PARTICULARS FU	JRNISHED BY SHIPPER			
MARKS & NUMBERS	NO. of PKGS	HM DESCRIPTION OF PACKA	GES AND GOODS	GROSS WEIGHT	MEASUREMENT	
SHIPPERS DECLARED VALUE \$			FREIGHT PAYABLE AT / BY			
		ARIFF AND CARRIERS LIABILITY LIMITS				
Received the above described goods or packages, said to contain the goods described, in apparent good order and condition except as otherwise indicated herein, to be transported to the port of discharge or transshipment, or so near thereunto as the vessel may always safely get, lie or leave, always afloat at all stages and conditions or water an weather and there to be delivered, or transshipped, all subject to all terms herein. In accepting this bill of lading the shipper, consignee and owner of the goods and the holder of this bill of lading expressly accept and agree to all stipulations, exceptions and conditions,						

whether written, typed, stamped, or printed, on the front or back hereof or incorporated by reference herein, any local customs or privileges to the contrary notwithstanding.

The terms 'apparent good order and condition' when used in this bill of lading with reference to iron, steel or metal products does not mean the goods when received, were free of visible rust or moisture. If the shipper so requests, a substitute bill of lading will be issued setting forth any notations as to rust or moisture which may appear in the mates' or tally clerk's receipts. Shipper / Consignee at their option may avoid the \$500 per package limitation and declare a higher value and extra freight covering additional insurance premiums to be paid in accordance with Clause 18 on the reverse hereof. (Terms and conditions continued on the reverse side hereof.)

FREIGHT CHARGES	In witness whereof, the carrier or its agent has signed three (3) Bills of Lading, all of the same tenor and date, one of which being accomplished, the others stand void.	
	Place and date of issue: Bill of Lading Number:	
	WATERMAN STEAMSHIP CORPORATION AS CARRIER FOR AND ON BEHALF OF MASTER	
* Applicable only when used as Through Bill of Lading	By:	

CONDITIONS OF CARRIAGE

- 1. DEFINITIONS: Without limitation of the definition of terms in the United States Carriage of Goods By Sea Act, 46 U.S.C. Section 1301 et. seq., the word "ship" or "vessel" shall include the vessel named herein and any substituted vessel and any craft, lighter, or other means of conveyance owned, chartered or operated by the carrier in the performance of this contract the word "carrier" shall include Central Culf Lines, the vessel name herein, her owner, operator, charterer, master, agent and any substituted carrier, whether the owner, operator, charterer, agent or master shall be acting as carrier or baller; the word "shipper" shall include the person annead as such in this bill of lading, the person for whose account the oscial excision shall be consigned, the ordinary of the consigned, the ordinary of the consigned shall include the person and the receiver and owner of the goods are shipped, the endinger in this bill of lading property endorsed, and the receiver and owner of the goods, he word "goods shall include wares, marchandise and articles of every kind, including containers, vars, trailers, and the receiver and owner of the goods, he word "goods shall include wares, marchandise and articles of every kind, including containers, vars, trailers, include individual, comporation, partnership or any other entity, the word "charges" shall include frequent includes individual, comporation, partnership or any other entity, the word "charges" shall include frequent to the words "invoice value" shall mean the actual value of the goods at the time and place of shipment and fain cludual freight, insurance or any other charges or items whatever, whether stated or included in any consular or commercial invoice or other paper; the word "package" shall include containers, cares, cartons, vars, trailers, palletized units, bundled or strapped units, and all pieces, articles or things of any description whatsoever except goods shipped in bulk.

 2. U.S.A. CLAUSE PARAMOUNT: This bill of lading shall have affect and the sa
- goods shipped in bulk.

 2. U.S.A. CLAUSE PARAMOUNT: This bill of lading shall have effect and be governed by the United States Carriage of Goods by Sea Act, adopted 1936. 46 U.S.C. Section 1930 is expected. The control of the Company of the Compa Act, adopted 1936

No provision of this bill of lading shall be deemed or interpreted to mean the parties voluntarily hereby adopt the United Nations Convention on the Carriage of Goods by Sea 1978 (The Hamburg Rules). But, in the event the United Nations Convention on the Carriage of Goods by Sea 1978 (The Hamburg Rules) is deemed for whatever reason to be applicable to this bill of lading or to any carriage or transportation goods rendered by earner, then, and only in that event the carrier shall be entitled to all rights, defenses, exemptions, immunities or limitations under the United States Carriage of Goods by Sea Act, adopted 1936, whenever the provisions of said act are not inconsistent therewith.

If any term of this bill of lading be repugnant to the United States Carriage of Goods by Sea Act adopted 1936, to any extent such term shall be extent but no farther. The carrier shall be entitled to the benefits of all privileges, rights and immunities contained in the United States Carriage

by Sea Act, adopted 1936.

3. SCOPE OF VOYAGE: Nothing in this bill of lading is to be read as an engagement that the said carriage shall be performed directly or without delays, if he goods in whole or in part are shit out from the vessel named here info any cause, the carrier may forward them under the terms of this bill of lading on a subsequent vessel. Without limitation of any right the earner may have in this bill of lading, on a subsequent vessel, without limitation of any right the earner may have in this bill of lading, the carrier may substitute another vessel, discharge and/or transship and/or forward the whole or any part of the goods before or after loading at the original port of shipment or transshipment or transshipment or transshipment or transshipment or transshipment or discharge and/or or destination before after the vessel expected to be used for the transportation of goods. The vessel, with any part of the goods on board, either before or after proceeding toward the port of discharge and for any purpose whatever that the carrier may deem advisable may stay in port adjust compasses, dock, go on ways or to repair yards, shift bertish, led not be bottom in bettin, move from place to place in any port, take fuel or stores, fead or discharge and proceed to properly, any route or through any waters whatever. The vessel may omit calling at any port, whether scheduled or not, may proceed beyond or in contrary direction to or outside the usual route to the port of discharge and may proceed to and stay at and load or discharge at any place whatever, as inducements may offer, between the subsequent voyage, even though two or more of such voyages and versely and proceed beyond or in contrary direction to or outside the usual route to the port of discharge and may proceed to and stay at and load or discharge at any place whatever, as inducements may offer, between the termination of the port of discharge and may proceed to an other and the port of discharge and provided as the strend and the port of di

whether written, stamped or printed.

4. CARRIER'S RESERVATION OF EXEMPTIONS AND LIMITATIONS: The carrier, and any vessels utilized to perform transportation pursuant to this bill of lading, their owners and charterers, shall be entitled to the full benefit of, and right to, all limitations of, or exemptions from, liability contained in any law of the United States, including but not limited to those provided in or authorized by the provisions of Title 46. United States to Code, acid any amendments thereto, and of any other provisions of the laws of the United States or of any other country or place whose laws shall be applicable. This bill of lading shall not be deemed to give rise to a personal contract of the carrier Nothing in this bill of lading shall not be deemed to give rise to a personal contract of the carrier Nothing in this bill of lading shall not be deemed to give rise to a personal contract of the carrier Nothing in this bill of lading shall be deemed to waive or operate to deprive the carrier of, or lessen the benefits of, any such rights, immunities, limitations or exemptions.

immunities, limitations or exemptions.

The terms of this bill oil faiding constitute the contract of carriage, which is between the shipper, consignee and the owner of the goods, and the own demise charterer of the vessel designated to carry the goods. It is understood and agreed that, other than said ship owner or demise charterer, no timm or corporation or or dher legal entity whatsoever (including the master, officers and crew of the vessel, all algorists and all entity whatsoever (including the master, officers and crew of the vessel, all algorists and later on the state of the process of the contract or in out. If, however, it shall be adjudged that any other than said ship owner or demise charterer is carrier or based of the goods or understand that the contract of the contract of

In contracting for the foregoing exemptions, limitations and exonerations from liability, the carrier is acting as agent and trustee for the other above-mentioned.

5. LIBERTIES: The carrier shall have liberty to comply with any orders, directions or suggestions whatever with respect to the ship or goods whenever given by any person acting or purporting to act with the authority of any government, international organization or association of governments or of any department thereof, or by any committee or person having, or purporting to have, under the terms of the war risk insurance on the ship, the right to give such orders or directions. If, in consequence of such compliance by the carrier, the unrestricted space available to the carrier for the carrier and posts or part of the goods and any part of the goods are available to the carrier of the the goods and is any part of the goods and part of shipment of the seminar of the state of the goods and part of shipment and or their failure to do so, may warehouse the study or intended pace of discharge in such part, the carrier may decline to load, or before or after loading or before the commencement of the vyage may req

- contract and the carrier shall be free from any further responsibility. The carrier shall be entitled to a reasonable extra compensation for any services in connection with the foregoing above the agreed freight. The ship may carry contraband, explosives, munificines, walking sharp activation and with or without convoy.

 6. EVENTS BEVOND CARRIERS SONTROL; STRIKES, STOPPAGES, ETC: In any situation whatsoever or whatsoever occurring, including, but not limited to, civil commotions, strikes and work stoppages or labor disturbances of any kind, closures, obstructions, blockages and breakdowns of canals, focks and inland waterways from whatsever cuses and whether existing or anticipated before the commencement of, or chackages and breakdowns of canals, focks and inland waterways from whatsever cuses and whether existing or anticipated before the commencement of, or diship the voyage, which in the judgment of the earner is likely to give rise to risk of capture, sazizra, arrest, detention, highly, damage, delay or danger, detriment or disadvantage to, or goods or to commence or continue on the voyage or to ranker of kindings the wases for goods, the carrier rise (a) before, during the voyage, which in the judgment of the earner is likely to give rise to risk of capture, sazizra, arrest, detention, highly, damage, delay or danger, detriment or disadvantage to, or goods or to commence or continue on the voyage or to ranke or declarage the wases for goods, the carrier rise (a) before, during the bready of the goods or before commencement of the voyage, may decline to receive the goods or may discharge them or any part thereof and may require the shipper or any person entitled therest to take delivery at the place of loading or elsewhere and upon failure to do so the carrier risk waters or store or hold the goods, or (b) at any time, whether or not the carrying vessel is proceeding toward or entering the place of delivery, and may discharge the goods in any depot, target to a comment of the place of the place of loading
- or acts taken pursuant to this clause shall be at the risk and expense of the goods.

 8. SHIPPER'S DESCRIPTION OF GOODS: Unless otherwise stated herein, it he description of the goods and the particulars of the pieces, packages or customary freight units mentioned herein, are those furnished by the shipper and guaranteed by it to be accurate, but the carrier shall not be concluded as to the correctness of leading marks, numbers, quantity, weight, gauge, measurement content description, nature, quality or value. Description of the control condition of cotton does not related to the insufficiency or torn condition of not mage resulting there shall not be responsible for damage of such nature. Each piece or package shall be clearly and durably marked on the outside in letters at least two inches high, with he name of the port of discharge and the weight if it exceeds 4,480 libs. Any such weight shall be declared in writing by heipper or shipment and the shipper shall pay extra charges that may be incurred for loading, handling, transshipping or discharging. The shipper and the goods shall be liable for, and shall indemnity the earner in respect of any injury, loss, damage, or claim whatever on the part of anyone whatever arising from shipper's failure to declare correctly the nature, character and weight of the goods and mark them as above provided, or from failure to make the goods or package as provided by law.
- 9. STOWAGE ON DECK. Goods stowed in poop, forecastle, deckhouse, shelter deck, passenger spaces, storeroom, or any other covered-in space shall be deemed to be stowed under deck for all purposes, including general average. Goods, whether or not shipped in containers, vans, trailers, or other vehicles containing goods and whether packed by Shipper or Carrier, may be carried on deck at Carrier's option without notice and, if a created on deck, or the container of the carrier of the container of the carrier's packed by the container of the carrier's packed by the carrier's packed by the packed by t
- 10. LIVE ANIMALS: Live animals, birds, reptiles and fish are received and carried solely at shippers risk of accident, disease or mortality, but in other respects they shall be considered goods and subject to all terms and provisions of this bill of lading and the Carriage of Goods by Sea Act relating to
- 101.

 REFRIGERATED CARGOES: Fruits, vegetables, meat and any similar kind of goods will be carried in ordinary cargo compartments or holds unless it has been agreed in writing at the time of delivery to the carrier that such goods will be carried in a refrigerated, chilled or specially verified to maintained compartment at a special rate of relight is not pead, the shipper represents and agrees that such goods do not need, and the carrier will

- not be required to give them any other treatment than that given to other cargo. The refrigerating, chilling or ventilating machinery and compartments shall be considered part of the machinery and apportences of the ship.
- The SOTH TO SUAME: If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or servants of the carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnlify the earner against all toso or liability represents loss of rol abuse to so failability represents loss of or damage to or any claim whatever of the owners of said goods, paid or payable by the other or non-carrying ship or the owners of said goods and set-off recoupled or recovered by the other or non-carrying ship or her owners are said and the said of the
- shall also apply where the owners, operators or those in charge or any ship or cojects other than, or in adultion to, the collusing ships or cojects are at fault in respect of a collision or contact.

 13. GENERAL AVERAGENEW JASON: In case of accident danger, damage or disaster before or after commencement of the voyage resulting from any cause whatever, 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, their owners, shippers or consignees shall contribute with the carrier is General Average to the payment of any scarffices, losses or otherwise, the goods, their owners, shippers or consignees shall contribute with the carrier in General Average of the goods. If the salving ship is covered or operated by the carrier, salvage shall be paid as fully and in the same manner as if the salving ship were owner of or operated and shall pay salvage and special charges incurred or operated by the carrier, salvage shall be paid as fully and in the same manner as if the salving ship were owner of or operated and as to matter so not hereing provided for, according to the laws and usages at the port of Nev York or a carrier's option at the last port of discharge. The General Average statement in every instance shall be prepared by average adjusters selected by the carrier. In average adjustements, is observed as the salvage of such as a contract of the salvage of such damaged cargo. Such deposit, agreement or other security as the carrier or his agents may consider requisite to cooper the settinated contribution of the carrier or his agent may consider requisite to cooper the settinated contribution of the carrier or his agent may consider requisite to cooper the settinated contribution of the carrier or his agent may consider the requisite to cooper the settinated contribution of the carrier or his agent may consider the settinated contribution of the carrier or his agent may consider the settinated contribution of the carr
- special charges thereon shall be made by the goods or shippers to the carrier, if required, before delivery. Any deposits shall be payaba at carrier's option nu.S. dollars and shall be remitted to the adjuster to be held by him in a special account aft the place of adjustment pending settlement of the General Average if any. When deposits have been made in or converted to U.S. dollars, refunds or credit balance shall be paid in U.S. dollars.

 14. DELUVERY AND CUSTOM OF PORT: The port authorities are hereby authorized or grant a general order for dischargin immediately on arrival of the ship, and the earner, without giving notice either of arrival or discharge, may discharge the goods directly they come to hand at or upon any wharf, craft or place that the carrier may select and continuously. Sundays and holidays included, at all such hours by day or by night mediately on a carrier and the carrier may select and continuously. Sundays and holidays included, at all such hours by day or by night the carrier may selected mine, no matter what the state of the weather or custom of the port may be, and the goals shall be received, package by package, as discharged from the ship's active, if the carrier shall not be furnished during loading or discharging or any part of the time that the goods are upon the wharf, craft or the place of loading or discharging shall be at the risk and depense of the goods and shall be provided to shipport. It novithes hall not be furnished during loading or discharging shall be at the risk and depense of the goods and shall be provided to shipport. It novithes and the ship of the place of loading or discharging shall be at the risk and expense of the goods and shall be provided to shipport. It novithes that the shipport is shippor

- declarations at loading port Only the number of lifts has been checked by the carrier.

 17. SHIPPER'S MARKS ETC: The carrier shall not be liable for failure to deliver in accordance with leading marks unless the goods shall have been marked as herein required and the marks shall be clearly legible at the port of transshipment or 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 to the various consignees of goods of like character in proportion to any apparent shortage, loss of weight or damage and shall be accepted as good delivery. Loss damage to goods in bulk stowed without separation from other goods in bulk of like quality, either of the same shipper or other shippers shall be divided in proportion among the several shipments.
- several shipments.

 18. LIABILITY OF CARRIER/PACKAGE LIMITATION: If the actual value of the package, piece, or customary freight unit of cargo when not shipped as piece of package, exceeds \$500, the actual value shall be declared by the shipper in writing before shipment and inserted in this bill of lading and extra freight pack thereon if required. If that is not done the value of such goods shall be deemed to be \$500, per package, piece or customary freight unit; if the value is \$500, or less, the carrier's liability, if any, shall be limited to the invoice value of the goods as hereinalter defined, on which basis the trate of freight is adjusted, but in no event shall the earner's liability exceed the market value at port of discharge. Any partial loss or damage shall be computed pro rata on the basis of the applicable value.
- on the basis of the applicable value.

 19.1 MENDING, COOPERAGE AND RECONDITIONING: The goods shall be liable and shall indemnify the carrier for all expense of mending, cooperage, bailing, reconditioning, gathering of loose cargo or contents of packages: for any payment, fine, dues, duty, tax or impost, loss, damage, detention, costs and expenses of whatever nature sustained or incurred by or levied upon the carrier or ship in connection with the goods or by reason of the goods being on board or of any proceeding against or involving the goods by way of attachment, setzure, interpleader or in any way whatever.
- on beginning the way of the property of the pr
- 21. OPTION FOR PORT OF IDENTIFIED STHARGE: If the account for the utanties, in any, it is not not exert all ports of destination, the shipper must give the agents at the first port of discharge notice of the exerces of the option, together with the original bill of lading, 48 hours before arrival at the first port of call. If this is not done, the master may discharge the express ods at any one of the ports covered by the option.

 22. FIRE: Neither the carrier nor any corporation owned by, subsidiary to, or associated or affiliated with the carrier, shill be lable to answer for or make good any loss or damage to the goods occurring at any time and even though before cloading or after discharge from the ship by reason or by means of any fire whatever, wherever and however occurring, unless such fire shall have been caused by the actual fault or privity of the carrier or of such corporation, respectively.
- corporation, respectively.

 2.3. TRANSSHIMENT OF GOODS: Whenever the goods are consigned to a point where the ship does not expect to discharge, or whenever the corrier may consider it arbrisable, the carrier, without notice, may forward the whole or any part of the goods before or after loading at the original port of shipment or at any other places whatever, 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 any ship or by other means of transportation by water or by land or by air, or by all such means, whether operated by the carrier or by others and whether departing or arriving before or after the ship originally expected to be used. This carrier, in making arrangements for transshipping or forwarding by any means of transportation not operated by this carrier, shall be considered solely the forwarding agent of the shipping and without any other responsibility whatever. All transshipment or forwarding shall be subject to all the terms whatever in the regular form of lid idading, relight note, contract or other shipping document used at the time by the carrier carrying on the transit, whether issued for the goods or not and even though such terms may be less favorable to the shipper or consignee than the terms of this bill disting for in any respect whatever, and may exempt the carrier from the sense of the ship of the shipper or consignee than the terms of this bill disting for in any respect whatever, and may exempt the carrier from the ship of the ship of
- to line goods arising area usurange or line goods from the sign, are up out or utranssipriment.

 24. NOTICE OF LOSS: Notice of toss or damage or any other claim of whatsoever description and its general nature must be given in writing to the carrier or its agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery, if the loss or damage is not apparent, then the notice must be given within three days of the delivery, I nay even the carrier and the vested shall be discharged from liability in any carpacity unless suit is brought within one year after delivery or the date when the goods should have been delivered.
- 25. SEVERABILITY: It is intended that all the terms of this contract shall be valid, enforceable and available to the carrier so far as and whenever the law will permit even where there has been negligence for which the carrier is chargeable, and that in all instances where it may be possible to contract against the consequences of negligence, the carrier, although negligent, shall not be under any liability whatever. If any part or any term of this contract is not enforceable, that circumstances shall not affect the validity of any other part of any term hereof.
- enforceable, that circumstances shall not affect the validity of any other part of any term hereof.

 Sc. CARRIERS SERVANTS, CONTRACTORS, ETC, (HIMALAY). Because the carrier requires persons in companies to assist it in the performance of all work and services undertaken by it in connection with the cargo described herein as well as the cargo of others transported or to be transported by the carrier, it is expressely agreed between the parties hereto that the cosen vessel, or substitute, the owners, operators, charers, master, officers and crew members of such ocean vessels and all stevedores, longshoremen, agents, representatives, employees or contractors and others used, engaged by the carrier in the performance of the work and services of the carrier, shall each be a beneficiarly of this contract and shall be entitled to all exemptions and immunities from and limitations of liability which the carrier has under this bill of lading, whether written, printed or stamped hereon or incorporated by reference herein, and under the United States Carriage of Scoat by Sea Act, 1936, and in entering into provisions of the carrier, the extent of which the carrier has under this bill of lading.

 2. OTHER AGENETIATION of the contract evidenced by this bill of lading.

 2. OTHER AGENETIATION of the contract evidenced by this bill of lading.
- 27 OTHER AGENERIANTS SUPERSECED. All gardenesses for resigning the agagements for shipment of goods, except liquid goods in bulk, are superseded by this bill of lading and list terms, whether written, typed stamped or printed are agreed by the shipper to be binding so fully as if signed by the shipper and placed isother or printed goods. As the shipper to be binding so fully as if signed by the shipper and placed isother or printed goods. The shipper to be binding so fully as if signed by the shipper and placed isother or following the shipper to be binding so fully as if signed by the shipper to be printed as the shipper shipper to be printed as the shipper shi
- 28. FORUM SELECTION CLAUSE: Any and all disputes relating to claims of damage and/or breach of contract pursuant to this bill of lading shall be instituted exclusively in the United States District Court for the Eastern District of Louisiana.
- 29. HEADINGS: The headings of various clauses of this bill of lading are used for convenience of reference only and are not to be construed as limiting or in any manner affecting the substance or meaning of the respective clauses.