## **BILL OF LADING**

1. DEFINITIONS

"Carriage" means the whole or any part of the operations and services of whatsoever nature undertaken by or performed by or on behalf of the Carrier in relation to the Goods covered by this bill of lading including but not limited to the loading, transport, unloading, storage, warehousing, and handling of the goods.

"Carrier" means CARRY ALL LOGISTICS VIETNAM COMPANY LIMITED on whose behalf his bill of lading has been signed.
"Charges" includes freight, demurrage and all expenses and monetary obligations, including but not limited to duties, taxes, and dues, incurred by the Carrier and payable

by the Merchant.

"COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936.

"Combined Transport" arises where an address (and not just the name of a Port) is indicated as the Place of Rec

Onsolar reasons the Carriage of Goods by Sea Act of the United States or America approved to the Place of Receipt and/or the Place of Delivery on the race or tris unit or Lading in the relevant spaces.

Consignee' means the party named as Consignee on the face of this bill of lading in the relevant spaces.

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Considered includes surply named as Consignee on the face of this bill of lading in the relevant space.

Considered includes any container (including but not limited to open top containers), trailer, transportable tank, platform, lift van, flat, pallet or any similar article of transport used to consolidate goods and any another year.

Coods' means the whole or any part of the cargo received by the Carrier from the Shipper and includes any packing and any equipment or Container not supplied by or on behalf of the Carrier, tot excludes any Container supplied by or on behalf of the Carrier.

Hague Rules' means the provisions of the International Convention for Unification of cortain Rules relating to bills of lading signed at Brussels on 25th August 1924.

"Hanua-Vishv Rules" means The Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968. (It is expressly if nothing in bills of lading shall

Holder means any Person for the time being in lawful possession of or lawfully entitled to possession of, this bill of lading to or in whom rights of suit and/or liability under this bill of lading have been lawfully transferred or vested. "Indemnify" includes defend, indemnify, and hold harmless, including in respect of legal fees and costs, whether the obligation to indemnify arises out of negligent or non-

\*Indemnify\* includes defend, indemnify, and hold harmless, including in respect of legal fees and costs, whether the obligation to indemnify arises out of negligent or non-negligent acts or omissions of the Carrier, his sevenals, agents, or Sub-Contractors.

\*Nerchant\* includes the Shipper, the Consignee, the receiver of the Goods, the Holder of this bill of lading, any Person owning or lawfully entitled to the possession of the Goods or this bill of lading, any Person acting on behalf of any of the above-mentioned Persons.

\*Package\* where a Container and entered in the box on the face hereof entitled "Total number of Containers or Packages received by the Carrier' is each deemed a Package.

\*Person\* includes an individual, corporation or other legal entity.

\*Person\* includes an individual, corporation or other legal entity.

\*Port to Port Shipment\* arcses if the Carriage is not Combined Transport.

\*Sub-Contractor\* includes, but is not limited to, owners, charteres and operators of Vessels (other than the Carrier) is each deemed a Package.

\*Person\* includes, but is not limited to, owners, charteres and operators of Vessels (other than the Carrier), stevedores, terminal and/or groupage operators, road rail and air transport operators, warehousemen, longshoremen, customs inspection stations, port authorities, pilots and any independent contractor employed by the Carrier in performance of the Carriage and any direct or indirect sub-contractors, severations or agents thereof, whether in indirect contractual privity with the Carrier or not.

\*Terminal Operators\* mean any persons who provide port storage or handling services.

\*Terms and Conditions\* means all terms, rights, defenses, provisions, coorditions, exceptions, limitations, and liberties herein

\*Vessel\* means any waterborne craft used in the Carriage under this bill of lading including but not limited to a feeder vessel or ocean vessel.

### 2 CARRIER'S TARIEF

2. Consider of Institute in The provisions of the Carrier's applicable tariff, if any, are incorporated herein. Particular attention is drawn to the provisions therein, if any, relating to free storage time and to container and vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body nd vehicle demurrage. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, it et affif has been filed. In the case of inconsistency between this bill of lading and the applicable tariff, this bill of lading shall prevail. 3. WARRANTY

5. MAKENDER IT HE METCHART WARRANT HAVE THE METCHART WARRANT HE METCHART WARRANT WARRANT HE AUTHORITY OF THE PERSON OWNING OF ENtitled to the possession of the Goods and this bill of lading, or any Person who has a present or future interest in the Goods and this bill of lading.

3. WARRANIY

The Merchant warrants that in agreeing to the Terms and Conditions hereof he is or is the agent of and has the authority of the Person owning or entitled to the possession of the Goods and this bill of lading or any Person who has a present or future interest in the Goods and this bill of lading.

4. NEGOTIABILITY AND ITILE TO THE GOOS

(1) This bill of lading shall be non-negotiable unless made out 'to order' in which event it shall be negotiable and shall constitute title to the Goods and the Holder shall be entitled to receive or to transfer the Goods herein described.

(2) This bill of lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this bill of lading has been negotiated or transferred for valuable consideration to a third party acting in good fath.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the Carriage.

(2) The Merchant undertakes that no claim or allegation shall be made against any Person or Vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's sevenators or agents any independent contractors and his sevenator as or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or Vessel any liability whatsoever in connection with the Goods or the Carriage of the Goods whether or not arising in contract, beliment, tut, negligence, breach of express or implied warny or otherwise, and if any claim or allegation should nevertheless be made to Indermify the Carrier against all consequences thereof. Without prejudice to the foregoing every such Person and Vessels shall have the benefit of all provisions herein benefiting the Carrier including clause 20 hereof, the purisdiction and any c

or liability exceeds the Carrier's liability under this bill of lading

(4) The defenses and limits of liability provided for in this bill of lading shall apply in any action against the Carrier whether the action be found in contract, bailment, tort.

breach of express or implied warranty or otherwise.

6. CARRIER'S RESPONSIBILITY

(A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Loading

(A) Where the Carriage is Port to Port, then the liability (if any) of the Carrier for loss or damage to the Goods occurring between the time of loading at the Port of Delivery shall be determined in accordance with any national law making the Hague Rules, Hague Vistor Rules, COGSA or any other rules compulsorily applicable to this bill of lading or in any other case in accordance with the Hague Rules, Ha

Delivery.
(2) COMBINED TRANSPORT

Save as is otherwise provided in this bill of lading, the Carrier shall be liable for loss or damage to the Goods occurring from the time when he receives the Goods into his charge until the time of delivery to the extent set out below:

(A) Where the stage of Carriage where the loss or damage occurred cannot be proved by the Merchant:

(i) The Carrier shall be relieved from liability where such loss or damage was caused by:

(a) an act or omission of the Merchant or Person acting on behalf of the Merchant other than the Carrier, his servant, agent or Sub-Contractor.

(b) Compliance with the instructions of a Person entitled to give them.
(c) The lack or insufficiency of or 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.

(c) Heak of installed by acked.

(d) Handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant.

(e) Inhaerin Vice of the Goods.

(f) Strikes or lock outs or stoppages or restraints of labor from whatsoever causes whether partial or general.

(g) Fire, unless caused by the actual fault or privity of the Carrier; for which the Merchant shall have the burden of proof,

(h) A routear incident.

(l) Any cause or event which the Carrier could not avoid; therefore, he could not prevent by the exercise of reasonable diligence.

(2) The burden of proof that the loss or damage was due to one or more of the causes or events specified in this Clause 6(2)(A) will rest upon the Carrier. Save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in Clause 6(2)(A)(1)(1)(0) or (e), it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partity by one or more of these causes or events.

(B) Where the stage of Carriage where the loss or damage occurred can be proved by the Merchant.

(F) Whore the stage of Carriage where the loss or damage occurred on the provisions contained in any international convention or national law of the country, which provisions:

(a) Cannot be departed from by private contract to the detriment of the Merchant, and (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the stage of Carriage where the loss or damage occurred and had received as sevidence thereof any document which must be issued to make such international convention or national law applicable.

(2) Where 6(2)(6)(1) above does not apply, any liability of the Carrier shall be determined by 6(1) if the loss or damage occurred during a sea leg or by 6(2)(A) in all other cases.

# (3) GENERAL PROVISIONS

Exploration of the Carrier's right to limit liability as provided for within this bill of lading, the Carrier's liability shall be calculated by reference to the FOB/FCA invoice value plus freight and insurance if paid. If there is no such invoice value, the value of the Goods shall be determined according to the value of the Goods at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered.

(B) Package or Shipping Unit Limitation
(i) Where the Hague Rules, Hague-Visby rules, COGSA or any other rules apply under this Bill of Lading by national law or pursuant to Clause 6(2) (B) (1) the Carrier's

(i) Where the Hague Natios, Hague-Visty ruise, CrUSSA of any orien ruise appry union rms bill or Labing by Hauton, law u pursuent in Unabuse (X,F,10) (1) or use variety is liability shall in no event exceed the amounts provided in the applicable national law or in the law thereby made applicable.

(ii) If only the Hague Nulse Articles 1-8 (excluding Article 3, Ruise 8) apply pursuent to Clause 6 (1) (A), Clause 6 (1) (B) or Clause 6 (2) (B) (2) then the Carrier's maximum liability shall in one event exceed USSS00 per package or unit.

(iii) Where Carriage includes Carriage to, from or through a port in the United States of America and COGSA applies pursuant to Clause 6 (1) (A) or 6(2) (B) (1) neither the Carrier on the Vessel shall in any event be liable for any loss or damage to or in connection with the Carriage of the Goods in an amount exceeding USSS00 per Package or usubmary freight unit.

(iv) In all other cases compensation shall not exceed the limitation of liability of US\$2.00 per kilo of gross weight of the Goods lost, damaged or in respect of which the claim arrises

arises.

(C) Ad Valorem: Declared Value of Package or Shipping Unit

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this bill of lading in the space provided and, if required by the Carrier, extra freight paid, in such case, if the actual value of the Goods 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 based on such declared value.

(D) Delay, Consequential Loss Save as otherwise provided herein, the Carrier's shall in no circumstances be liable for direct, indirect, or consequential loss or damage caused by delay, or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to

tables up usely, of all by usely of the present an investored caused. Window provided the receiving in the value is solute labeled to easily shall be feeling the principable to the relevant stage of the transport.

(E) Notice of Loss or Damage. The Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage, the Carrier shall be deemed prima facie to have delivered the Goods as described in this bill of lading unless notice of loss of, or damage that the Goods, indicating the general nature of such loss or damage is and the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this bill of fading or, if the loss or damage is not apparent, within three consecutive days thereafter

consecutive days thereafter.

(F) Time-bar. The Carrier shall be discharged of all liability whatsoever in respect of the Goods unless suit it brought in the proper forum and written notice thereof received by the Carrier.

(i) within nine months in respect of Combined Transport or (ii) within 12 months in respect of Port-to-Port Shipment after delivery of the Goods or the date when the Goods should have been delivered. If such time shall be found contrary to any convention or law compulsority applicable, the period prescribed by such convention or bas what then apply but in that circumstance only.

7. MERCHANTS RESPONSIBILITY

(1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers, and value are correct.

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(2) The Merchant shall comply with all applicable laws, regulations and requirements (including but not limited to any imposed at any time before or during the Carriage relating to ant-terrorism measures) of oustoms, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses (including without prejudice to the generality of the foregoing, freight for any additional Carriage undertaken) incurred or suffered by reason hereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3) The Merchart undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No Goods which are or may become dangerous (whether so listed in codes), inflammable, damaging, injurious (including radioactive materials), noxious or which are or may become lable to damage any roperty or Person whatsoever shall be tendered to the Carrier for Carriage without:

(a) The Carrier's express consent in writing; and

(b) The Container and/or orber covering in which the Goods are to be transported and/or the Goods themselves being distinctly marked on the outside to indicate the nature and character of any such Goods and to comply with all applicable laws, regulations and/or requirements. If any such Goods are delivered to the Carrier without such written consent and/or marking or if in the opinion of the Carrier without such

Charges.
(5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention, or demurage before, during and after the Carriage of property (including, but not limited to, Containers) of the Carrier or any person or Vessel (other than the Merchant) referred to in Clause 5(2) above caused by the Merchant or any person acting on behalf or for which the Merchant is otherwise responsible.

\*\*Description\*\*

\*\*De

(6) The Merchant shall indemnify the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from any breach of the provisions of this clause 7 or om any cause in connection with the Goods for which the Carrier is not responsible 8 CONTAINERS

8. CONTAINERS
(1) Goods may be consolidated by the Carrier in or on Containers and Goods may be consolidated with other Goods.
(2) The terms of this bill of lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a container has been consolidated by or on behalf of the Merchant:

(s) if a container has used in consciousary or in viteria to the merician;
(4) The Camer shall not be liable for loss of or damage to the Goods:
(i) Caused by the way the Container has been stuffed.
(ii) Caused by the unsuitability of the Goods for carriage in Container used.
(iii) caused by the unsuitability or defective condition of the Container used provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Merchant at or prior to the tin the Container was stuffed.

the Container was surried.

(ii) If the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container.

(iii) The Merchant shall indemnify the Carrier against any loss, damage, claim, liability, or expense whatsoever arising from one or more of the matters covered by Clause

(u, ) (v, ) abuve.
(l) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Carrier, the Carrier is not under an obligation

o provide a Container of any type or quality.

TEMPERATURE CONTROLLED CARGO

9. TEMPERATURE COUNTIES. TO ARROW (1) The Merchant undertakes not to tender for Carriage any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this bill of lading if this bill of lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container Consolidated by or on behalf of the Merchant further undertakes that the Container has been properly precoded, that the Goods have been properly Consolidated in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier.

to carrier. The requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

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(2) If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

(3) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, department, breakdown, supported the controlling machinery, plant, insulation, or any appeartus of the Conditioner, provided that the Carrier shall be referred to the Carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods carrier shall be entitled, but under no obligation, to open and/or scan any Container or package at any time and to inspect the contents. If it appears at any time that the Goods carrier shall be demented to content the Carrier thereof, and/or to safe or dispose of the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods and/or to bardown the Carriage and/or to store the Goods a

(c) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the front hereof or by any other means of transport whistoever and even through transhipment of forwarding of the Goods may not have been contemplated or provided for herein.

(d) At any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever.

(e) Proceed at any speed and by any route in his discretion (whether the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order.

(f) load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the intended Port of Loading or intended

Port of Discharge): (a) Comply with any orders or recommendations given by any government or authority or any Person or body acting or purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions.

(ii) Permit the Vessel to proceed with or without pitots, to tow or be towed or to be day-dy-obted.

(ii) Permit the Vessel to any investod, goods of all kinks, dangerous or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unammed.

(2) The liberties set out in Clause 11(1) above may be invoked by the Carrier for any purposes whatsoever whether connected with the Coordise of the Goods, including but not limited to leading or unleading the goods. burkering, undergoing repairs, guisting instruments, picking up or landing any Persons, including but not limited to Persons involved with the operation or maintenance of the Vessel and assisting Vessels in all situations. Anything done in accordance with Clause 11(1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

12. DECK CARGO AND LIVESTOCK.

12. DECK CARGO AND LIVESTOCK.

(1) Goods of any description whether containerized or not may be stowed on or under deck without notice to the Merchant unless on the front of this bill of lading it is specifically stipulated the Containers or Goods will be carried under deck and such stowage shall not be a deviation of whatsover nature or degree if Carried on deck, the Carrier shall not be required to note, mark or stamp the bill of lading grained on deck, the Carrier shall not be required to note, and or stamp the bill of lading grained on deck, the Carrier shall not be required not not story and stamp the lading any statement of such on deck carriage Subject to Clause 13(2) below, such Goods whether carried on deck or under deck and participate in General Average and such Codos (other than liveshod) shall be defended to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such nulse COGSA or the Hague Vskyr, Rules compulsorily applicable to this bill of lading. (2) Goods (not being Goods stiffed in or on Cortainers of ther han open files or pallets) which are stated on the front of this bill of lading to be carried on deck and which are so carried fand livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by see or inland waterway whether caused by un seasowthinses or regisigence or any other cause whatsoever. The Merchant shall Indemnify the Carrier against all, and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

13. DELIVERY OF THE GOODS

13. DELWEYO FT HE GOODS
(1) If at any time Graings is or is likely to be affected by any hindrance, risk, delay, difficulty, or disadvantage of any kind (including the condition of the Goods), whensoever and howsoever arising (whether the Carriage has commenced) the Carrier may:
(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and the responsibility of the Carrier in respect of such

any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made and use respursability or use defined in 1990 and 1990

## 14. BOTH-TO-BLAME COLLISION

14. BUTH-10-SIAME CULLISION
If the Vessel on which the Goods are carried (the carrying Vessel) comes into collision with any other Vessel or object (the non-carrying Vessel or object) because of the negligence of the non-carrying Vessel or object or the owner of, charterer of or Person responsible for the non-carrying Vessel or object, the Merchart undertakes to inchemify the Cambrier against at clearings by or liability to and any expense a singing therefrom) any Vessel or Poson in respect of any loss of, or damage to, or any claim whatsoever of the Merchart paid or payable to the Merchart by the non-carrying vessel or object or the owner of, charterer of or Person responsible for the non-carrying vessel or object and set-off, recoursed by such Vessel, object or Person(s) against the Carrier, the carrying Vessel or owner or charterers. 15. GENERÁL AVERAGE

13. SERVING A PROPERTY IN THE CASE OF THE PROPERTY OF THE PROPERTY OF THE CASE OF THE PROPERTY OF THE CASE OF THE PROPERTY OF THE CASE OF THE PROPERTY OF THE in this connection.
(2) Notwithstanding (1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may

(2) Notwitstanding (1) above, the Merchant shall Indemnify the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which mer be made on the Carrier and shall provide such security as may be required by the Carrier in this connection.

(3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

16. CHARGES

(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.

2) The Charges have been calculated based on particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, re-weigh, re-measure, and re-value the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (redtil being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All Charges shall be paid without any set-off, counterclaim, deduction or stay of execution.

(4) Despite the acceptance by the Carrier of instructions to collect frieght, charges, or other expenses from any other person in respect of the transport under this bill of lading, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason. 17. LIEN

17. LLEM
The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and for General
Average contributions to ownonscover due. The Carrier shall also have a lien against the Merchant to the Goods and any in documents relating thereto for all sums due from
the Merchant to the Carrier under any other contract. The Carrier may exercise his lien at any time and at any piece in his seld excretion, whether the contractual Carriage
is compiled or not. In any event any lien Sods and colournest by public auction or private treaty, without notice to the Merchant of the the Merchant secence and without
Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without

18. VARIATION OF THE CONTRACT

No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier to waive or vary. 19. PARTIAL INVALIDITY

13. FARTIAL INVALUITI
If any provision in this bill of lading is held to be invalid or unenforceable by any Court or regulatory or self-regulatory agency or body, such invalidity or unenforceability attach only to such provision. The validity of the remaining provisions shall not be affected thereby, and this bill of lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

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Nothing in this Bill of Loading shall operate to limit or deprive Carrier of any statutory protection or exemption from, limitation of liability contained in the laws of the United States, or in the laws of any other Country which may be applicable.