



## COMBINED TRANSPORT BILL OF LADING

Notwithstanding the heading “Combined Transport Bill of Lading,” the provisions set out and referred to in this document (“Conditions”) shall also apply if the transport as described on the face of the Bill of Lading is performed by one mode of transport only.

### (1) CLAUSE PARAMOUNT

All Carriage under this Bill of Lading to or from the United States shall be subject to the provisions of the Carriage of Goods by Sea Act of the United States (hereinafter “COGSA”). All carriage between ports other than to or from the United States shall be governed by the Hague Rules as enacted in the country of origin (including, where enacted, the Visby Rules), or if there be no such law, in accordance with the Hague Rules. Except as otherwise specifically provided herein, the provisions of applicable law as set forth above are herein incorporated by reference as terms of the contract of carriage and shall govern before the Goods are loaded on and after they are discharged from the vessel whether the Goods are carried on deck or under deck and throughout the entire time the Goods are in the custody or are the responsibility of the Carrier performing carriage hereunder. All the rights, privileges, defenses, immunities from and limitations of liability provided in this document shall apply in any action against Carrier for loss of or for damage to the Goods, or otherwise in connection with the Goods, whether such action be founded in contract, tort, or otherwise. If any legislation, statute, law, treaty, or other rule is compulsorily applicable to any business undertaken and may not be waived by the Merchant and Carrier by contract (“Compulsory Law”), these Conditions shall, as regards such business, be read as subject to any such Compulsory Law, and nothing in these Conditions shall be construed as a surrender by the Carrier of any of its rights or immunities or as an enlargement of any of its responsibilities or liabilities under such Compulsory Law. If any part of this Bill of Lading is inconsistent with any such Compulsory Law, that Compulsory Law shall prevail and shall be considered a part of this contract only to the extent such Compulsory Law applies, and no further.

### (2) DEFINITIONS

2.1 “Ship” means the vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of the contract.

2.2 “Carrier” means Hub Group Global, LLC (FMC No. 027726), and any other carrier or company which performs the sea carriage of Goods, whether any of the preceding parties is acting as carrier or bailee, on whose behalf this Bill of Lading has been executed.

2.3 “Merchant” includes the Shipper, the receiver, the consignor, the consignee, the holder of this Bill of Lading, the owners of the Goods, and any legal entity and/or person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

2.4 “Package” is the largest individual unit of partially or completely covered or contained cargo which is delivered and entrusted to Carrier or any Subcontractor, including palletized units and each Container stuffed and sealed, although Carrier may be furnished a description of the contents of such sealed Container on this Bill of Lading.



2.5 “Container” includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate Goods.

2.6 “Carrier’s container or Carrier’s equipment” includes Containers or equipment owned, leased or used by Carrier or any Subcontractor in the transportation of Merchant’s Goods.

2.7 “Goods” means the cargo described on the face of this Bill of Lading and, if the cargo is packed into Container(s) supplied or furnished by or on behalf of the Merchant, include the Containers as well.

2.8 “Subcontractor” includes the owners, charterers and operators of any vessel, stevedores, terminal operators, forwarders, groupage operators, consolidators, warehouse operators, road, rail and air transport operators, and other independent contractors performing Carriage or services incidental thereto, and includes sub- contracts of any degree.

2.9 “Carriage” means carriage of the Goods under this Bill of Lading from place of receipt to place of delivery identified on the face hereof by the Carrier and, if applicable, one or more Subcontractors.

### (3) SUBCONTRACTING

3.1 Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or Carriage of the Goods and all duties

undertaken by Carrier in relation to the Goods. Every servant or agent or Subcontractor (including sub-subcontractors) of Carrier shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled as provided by law and by the terms of this Bill of Lading, as if same were expressly made for such person’s benefit. For the sole purposes of the foregoing provision, the Carrier shall be deemed to be the agent or trustee for the benefit of all such persons and all such persons shall be deemed to be parties to the contract of Carriage evidenced hereby to that extent.

3.2 Merchant warrants that no claim or demand shall be made against any person by whom the services provided pursuant to this Bill of Lading is performed or undertaken (including Carrier’s servant, agent, Subcontractor or sub-subcontractor) other than Carrier which imposes or attempts to impose on any such person or any vessel owned or operated or controlled by such person, any liability whatsoever in connection with the Goods or the Carriage or this Bill of Lading, whether or not arising out of negligence on the part of such person. If any such claim or demand should nevertheless be made Merchant shall indemnify Carrier against all direct and indirect consequences, including resulting loss, liability, litigation costs and expenses, and attorneys’ fees.

### (4) ROUTE OF TRANSPORT

Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods, and routes. The Goods may be transferred between conveyances and/or transshipped and will likely be subject to several modes of transportation. Carrier may, without notice to the Merchant and at Carrier’s sole discretion, use any direct or indirect route, at any speed; use any means to perform

the Carriage, including, but not limited to, one or more vessels, trucks, or trains; freely interrupt Carriage and use substitute modes, means, vessels, and routes of transportation from that which is noted on the face hereof. The Carrier shall have the liberty, either with or without the Goods on board, to at any time to sail with or without pilots and at any speed, change the order of routes and ports, to tow or be towed; to stay at ports; to load or unload and store the Goods at any place or port; and, if in Carrier's reasonable discretion circumstances so justify, at Merchant's cost destroy, abandon, or discharge the Goods at any place and declare the Goods delivered. Delays resulting from any such activities specified herein shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, injury, difficulty or disadvantage of any kind, including strike, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of the contract, Carrier, whether or not the transport is commenced, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the Goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or (b) deliver the Goods at the place of delivery. In any event, Carrier shall be entitled to, and Merchant shall pay, full freight for any Goods received for transportation and additional compensation for extra costs and expenses resulting from the circumstances referred to above.

5.3 If, after storage, discharge, or any actions according to sub-section 5.2 above Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Section, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the Carriage or handling of the Goods or the Ship howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestions anything is done or is not done the same shall be deemed to be included within the contract of Carriage and shall not be a deviation.

(6) BASIC LIABILITY

6.1 Carrier shall be liable for loss of or damage to the Goods occurring between the origin and destination points noted on the face hereof.

6.2 If it is established that the loss or damage to the Goods occurred during sea Carriage, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if it is established that the loss or damage to the Goods occurred during Carriage by land in the United States, liability shall be governed by the provisions of Section 7.4 of this Bill of Lading.

6.4 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea Carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in any international convention or national law, which provisions:

- (a) cannot be departed from by private contract to the detriment of Merchant, and
- (b) would have applied if Merchant had made a separate and direct contract with Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;
- (c) where (a) or (b) above do not apply, any liability of Carrier shall be limited to the amount set forth in Section 7.4 of this Bill of Lading.

6.5 If it cannot be determined when the loss of or damage to the Goods occurred and the Carriage did not involve inland U.S. transport, it shall be presumed that such loss or damage occurred during sea Carriage and liability shall be governed as provided in Section 6.2 above. In cases where inland U.S. transport is involved and it cannot be determined when the loss of or damage to the Goods occurred it shall be presumed that such loss or damage occurred during inland U.S. transport and liability shall be limited to the amount set forth in Section 7.4 of this Bill of Lading.

6.6 Carrier does not undertake that the Goods shall be delivered at any time or for any particular market and shall not be liable for any direct or indirect losses caused by any delay.

6.7 Carrier shall not be liable for any loss or damage arising from:

- (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the Goods in charge,
- (b) compliance with the instructions of any person authorized to give them,
- (c) handling, loading, stowage or unloading of the Goods by or on behalf of Merchant,
- (d) inherent vice of the Goods,
- (e) lack or insufficiency of or defective condition of packing in the case of Goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
- (f) insufficiency or inadequacy of marks or numbers on the Goods, covering or unit loads,

(g) fire, unless caused by actual fault or privity of Carrier,

(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.8 When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Subcontractors, on account of the losses or damages for which such claims are paid.

6.9 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the Goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

6.10 CARRIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL OR INDIRECT LOSS, LOSS OF PROFITS OR SALES, BUSINESS INTERRUPTION, LOSS OF MARKET, LOSS OF CONTRACT, LOSS OF REPUTATION OR GOODWILL, LOSS OF REVENUE OR USE CLAIMS, PUNITIVE OR EXEMPLARY DAMAGES, THE CONSEQUENCES OF DELAY OR DEVIATION HOWSOEVER CAUSED, ANY DAMAGE OR DELAY CAUSED BY THE MERCHANT, THIRD PARTY CLAIMS AGAINST THE MERCHANT OR ANY DAMAGE OCCURRING OUTSIDE THE CUSTODY OF THE CARRIER OR ITS SUBCONTRACTORS. THE FOREGOING EXCLUSIONS AND LIMITS OF LIABILITY SHALL APPLY WHETHER OR NOT CARRIER HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. THE DEFENSES AND LIMITS OF LIABILITY PROVIDED FOR HEREIN SHALL APPLY IN ANY ACTION AGAINST THE CARRIER WHETHER FOUNDED ON CONTRACT, TORT, EQUITY, INDEMNITY, BAILMENT OR ANY OTHER BASIS WHATSOEVER AND EVEN IF THE LOSS OR DAMAGE AROSE AS A RESULT OF NEGLIGENCE, RECKLESSNESS OR FUNDAMENTAL BREACH.

#### (7) COMPENSATION FOR LOSS AND DAMAGE

7.1 Unless otherwise mandated by Compulsory Law, Carrier's liability for compensation for loss of or damage to Goods shall in no case exceed the liability imposed via COGSA or the Hague Rules, as determined pursuant to Section 1 of these Conditions, unless Merchant, with the prior written consent of Carrier, has declared in writing a higher value for the Goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Any partial loss or damage shall be adjusted pro rata based on such declared value.

7.2 Where a Container is stuffed by Merchant or on its behalf, and the Container is sealed when received by Carrier or its Subcontractor for shipment, such Container will be treated as the Package or customer freight unit for purposes of calculating Carrier's liability. The freight charged on sealed Containers when no higher valuation is declared by the Merchant is based on a value of US \$500 per Container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost Goods or repairing damaged Goods.

7.3 If the value of the Goods is less than the otherwise applicable limitation, their value for compensation purposes should be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 On shipments involving Carriage by land in the United States, and for liabilities determined pursuant to Section 6.4(c) of this Bill of Lading, loss of or damage to Goods shall be limited to US \$0.50 per pound of Goods lost or damaged, unless a higher value is declared by in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Merchant acknowledges and agrees that where U.S. inland Carriage is undertaken Merchant can elect to avoid any liability limitation provided herein by prepaying extra freight and opting in writing for full liability under the Carmack Amendment by complying with the terms in Carrier's applicable tariff.

7.5 Merchant shall not tender, and Carrier shall not be liable to any extent for any loss of or damage to or in connection with, precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curious, heirlooms, or any other valuable Goods, including Goods having particular value only for Merchant.

7.6 Carrier will not arrange for insurance on the Goods except upon express written instructions from the Merchant and then only at Merchant's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.7 Nothing in this Bill of Lading shall operate to limit or deprive Carrier of any statutory protection, defense, exception or limitation of liability authorized by any applicable laws, statutes or regulations of any country. Carrier shall have the benefit of the said laws, statutes, or regulations as if it were the owner of any carrying Vessel.

(8) MERCHANT'S WARRANTIES AND INDEMNITY

8.1 Merchant represents and warrants to Carrier as follows:

(a) Merchant accepting these terms and conditions is either the person or the authorized agent of the person who owns, controls, or is entitled to the possession of the Goods and/or this Bill of Lading and accepts these terms and conditions for itself as well as for such person and any other person who may hereafter have an interest in the Goods and/or this Bill of Lading or services related thereto;

(b) In accepting this Bill of Lading, Merchant agrees to be bound by all stipulations, exceptions, terms and conditions on the face, back, and incorporated by reference, whether written, typed, stamped, or printed, as fully as if signed by Merchant;

(c) The Goods are lawful Goods and contain no contraband or prohibited items;

(d) The Goods are properly packed, prepared, marked, numbered and addressed and are suitable for Carriage;

(e) The particulars relating to the Goods set out on the front hereof have been checked by Merchant on receipt of this Bill of Lading and that such particulars and all other information whether relating to the Goods or otherwise provided by Merchant are complete, accurate, and true as required by law,



including, without limitation, the precise descriptions, marks, number, quantity, weight, seal numbers, identities of shipper and consignee, and hazardous material codes;

(f) Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo. Merchant agrees that Carrier is entitled to rely on the accuracy of such weights and to endorse same as Carrier's own certified weight to the steamship line carrying the cargo.

(g) Any references to letters of credit, import licenses, sales contracts, invoices or order number and/or details of any contract to which the Carrier is not a party when shown on the face of this Bill of Lading are included solely at the request of the Merchant for its convenience and the Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value nor shall they increase the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences including such particulars in this Bill of Lading.

(h) Merchant shall comply with any and all applicable laws, rules, regulations, directions, requirements, and recommendations of customs, port, governmental authorities or agencies, or any other lawful organization or entity and Merchant shall be solely responsible for and pay any and all duties, taxes, fines, imposts, expenses, or losses incurred or suffered by Carrier arising from or related to Merchant's failure to so comply.

(i) MERCHANT SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CARRIER FROM AND AGAINST, AND SHALL PAY AND REIMBURSE CARRIER FOR, ANY AND ALL LIABILITIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES INCURRED OR OCCASIONED BY (i) A BREACH BY MERCHANT OF ANY OF THE WARRANTIES CONTAINED HEREIN; (ii) THE FAILURE OF MERCHANT TO COMPLY WITH THESE PROVISIONS; (iii) CARRIER'S EXECUTION OF INSTRUCTIONS PROVIDED BY OR ON BEHALF OF MERCHANT; (iv) MERCHANT'S NEGLIGENCE OR WILLFUL MISCONDUCT; (v) ANY AUXILIARY SERVICES INCLUDING BUT NOT LIMITED TO LOCAL CARTAGE, CRATING, UNCRATING, PACKING, AND UNPACKING WHICH ARE REQUESTED BY MERCHANT AND ARRANGED BY CARRIER AS A CUSTOMER ACCOMMODATION WHEN SUCH SERVICES ARE NOT ACTUALLY PERFORMED BY CARRIER; (vi) ANY LOSS OR DAMAGE TO ANY CARRIER CONTAINER USED BY OR ON BEHALF OF MERCHANT ARISING WHILE IN THE POSSESSION OR CONTROL OF MERCHANT OR ANY OF MERCHANT'S AGENTS OR CONTRACTORS; (vii) ANY GENERAL AVERAGE CLAIMS OR (viii) A PARTY, SEEKING TO IMPOSE LIABILITY IN EXCESS OF ANY LIABILITY EXPRESSLY ASSUMED BY CARRIER HEREIN OR IN EXCESS OF ANY LIMITATION OF LIABILITY TO WHICH CARRIER IS ENTITLED HEREUNDER.

#### (9) CARRIER'S CONTAINERS

If Goods are not received by Carrier or its Subcontractor already in Containers, Carrier may pack them in any type of Container.

#### (10) CONTAINER PACKED BY MERCHANT

If Carrier receives the Goods already packed into Containers:

1. This Bill of Lading is prima facie evidence of the receipt of the particular number of Containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the Containers and no responsibility shall attach to Carrier for any loss or damage caused to contents by shifting, overloading, or failure to label or properly chock, lash, or pack the Goods in the container or within their individual Packages.
2. Merchant warrants that the stowage and seals of the Containers are safe and proper and suitable for handling and Carriage and indemnifies Carrier for any injury, loss or damage caused by breach of this warranty;
3. Delivery shall be deemed as full and complete performance when the Containers are delivered with the seals intact; and
4. Carrier has the right but not the obligation to open and inspect the Containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant; and
5. Merchant shall inspect Containers before stuffing them and the use of the Containers shall be prima facie evidence of their being sound and suitable for use.

(11) DANGEROUS GOODS

11.1 Merchant may not tender Goods of a dangerous nature, including, but not limited to, any cargo regulated as “Dangerous Goods” or “Hazardous Material” pursuant to any Compulsory Law, without written application to Carrier and Carrier’s acceptance of the same. In the application, Merchant must identify the nature of the Goods with reasonable specificity, including any applicable Dangerous Goods or Hazardous Material classification as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the Goods on the outside of the Package and Container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods.

11.3 If the Goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the Goods without compensation to Merchant and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO

Carrier has the right to carry the Goods in any Container under deck or on deck. Carrier is not required to note “on deck stowage” on the face of this Bill of Lading. In no event will on-deck Carriage be considered a deviation.

(13) HEAVY LIFT

13.1 Single Packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed Containers must be declared in writing by Merchant before receipt of the Packages by Carrier or its Subcontractor. The weight of such Packages must be clearly and durably marked on the outside of the Package in letters and figures not less than two inches high.

13.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the Goods, persons or property and Merchants shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier or any Subcontractor as a result of such failure.

13.3 Merchant agrees to comply with all laws or regulations that may be applicable during the Carriage concerning overweight Containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier or a Subcontractor as a result of Merchant's failure to comply with this provision.

#### (14) PERISHABLE CARGO

14.1 Goods of a perishable nature shall be carried in ordinary Containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container or are to receive special attention in any way. Carrier shall not be liable for any loss or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, Ship's plant, or other such apparatus of the vessel or Container, provided that Carrier shall

before or at the beginning of the transport exercise due diligence to maintain the special hold or Container in an efficient state.

14.2 Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by Carrier or its Subcontractor. In case of refrigerated Containers packed by or on behalf of Merchant, Merchant warrants that the Goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the Goods by Carrier or its Subcontractor.

14.3 Merchants attention is drawn to the fact that refrigerated Containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.

14.4 Carrier shall not be held liable for any loss or damage or any other matter whatsoever resulting from (a) defects, faults, breakdown, stoppage of the temperature controlling machinery, plant, insulation, or any apparatus of any Container used to transport the Goods; or (b) if Merchant fails to comply with the above requirements.



## 15. RUST, MOLD, CONDENSATION, ETC.

Superficial rust, mold, oxidation or condensation inside the Container or any like condition due to moisture is inherent and therefore not a liability of Carrier. Superficial rust, mold, condensation, or moisture on steel or lumber constitutes good order and condition for which Carrier shall have no liability.

## (16) DELIVERY; NOTIFICATION; NEGOTIABLE BILLS OF LADING

16.1 Carrier shall have the right to deliver the Goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading. Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge or place of delivery. If Goods should remain in Carrier's or a Subcontractor's custody after discharge from the Ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff or terms, the Goods may be considered to have been

delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

16.2 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier and failure to give such notification shall not involve the Carrier in any liability nor relieve Merchant of any obligation hereunder. Attention is drawn to the terms of Carrier's tariff relating to delivery, free storage time, and to Container and vehicle demurrage and/or detention and Merchant's obligations to take timely delivery and the rights of Carrier to deliver, discharge, and depose of Goods not claimed by Merchant.

16.3 This Bill of Lading shall only be a negotiable document of title if consigned "to order," or "to the order of" or "to bearer." If negotiable, an original bill of lading, properly endorsed, must be surrendered when the Goods are delivered. Subject to applicable law, if the person receiving the Goods wishes to take delivery without surrender of an original endorsed bill of lading, and if Carrier agrees in its sole discretion to deliver the Goods without such surrender, the person receiving the Goods agrees to indemnify Carrier against all damages which Carrier may be liable to pay as result of delivering the Goods without such surrender. Upon surrender of one original bill of lading, all other original bills of lading shall be immediately void. Negotiable bills of lading will in all events become void six months after date of issuance, however, Carrier shall continue to be entitled to all rights and limitations of liability herein.

## (17) NOTICE OF CLAIM

Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to deliver with reasonable particularity to allow Carrier to identify the nature of such loss or damage. If such written notice is not provided, removal shall be prima facie evidence of delivery. If such loss or damage is not apparent, Carrier must be given written notice within



3 days of the delivery. Merchant shall indemnify Carrier against any damages Carrier may suffer because of Merchant's failure to give timely notice or other failure to preserve a timely cause of action against a responsible third party.

(18) FREIGHT AND CHARGES

18.1 Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the

contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Carrier or Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant open the Container or Package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, Merchant shall be liable and bound to pay to Carrier:

- (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus
- (b) expenses incurred in determining the correct details, plus
- (c) as liquidated and ascertained damages, an additional sum equal to the correct freight.

Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for information purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

18.2 Freight shall be deemed earned on receipt of Goods by Carrier or its Subcontractor, the Goods lost or not lost, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest shall run from the date when freight and charges are due as per Carrier's applicable tariff and/or contract. Payment of freight charges to a freight forwarder, broker or anyone other than directly to Carrier shall not be deemed payment to the Carrier. Merchant shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound Goods.

18.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and charges on the Goods if they are refused export or import by any government. Merchant shall be liable for all demurrage or detention charges imposed on the Goods or their Containers by third parties.

18.4 The Merchant shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any referral for collection



or action for monies due to Carrier, upon recovery by Carrier, pay the expenses of collection and litigation, including reasonable attorneys' fees. These provisions shall apply regardless of whether the front of this Bill of Lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

18.5 The Merchant shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs, and other amounts which may be incurred or imposed upon Carrier by reasons of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(19) LIEN

19.1 Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant in Carrier's possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant or moneys due to Carrier under this Bill of Lading or any other contract. Carrier may exercise its lien at any time and at any place at its sole discretion. The lien shall, without limitation, be in respect of all Freight earned, General Average contributions, all charges, expenses and advances and any other moneys of whatever nature due to Carrier from Merchant, whether in respect to the Carriage of Goods, another contract, or otherwise. The Carrier's lien shall survive delivery of the Goods.

19.2 Carrier shall be entitled to sell at the cost and expense of Merchant the Goods and/or any such other property by public auction or private contract or other means, without giving any notice or incurring any liability to Merchant and without the need to obtain an order for sale from any Court and to apply the proceeds (net of expenses) thereof in or towards satisfaction of any moneys due to Carrier.

(20) TIME BAR

Carrier shall be discharged from all liability for loss of or damage to Goods unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained over Carrier by service of summons. The time bar for overcharge claims shall be 36 months.

(21) JURISIDICIION

This contract is to be governed by federal law and the laws of the State of Illinois with the exception of its conflicts of law principles. The United States District Court for

the Northern District of Illinois is to have exclusive jurisdiction to hear all disputes hereunder, to the exclusion of any and all other courts, provided that if said Court lacks subject matter jurisdiction over the dispute then the dispute shall be heard by the Illinois state courts for Cook County.

(22) GENERAL AVERAGE

Merchant shall indemnify Carrier from and against any claim of a General Average nature which may be made on Carrier, and shall provide to Carrier prior to delivery of the Goods such cash deposit or security



as Carrier may consider sufficient to cover the estimated General Average contribution of the Goods and any salvage and special charges thereon. Carrier shall be under no obligation to exercise any lien or collect or procure any security for General Average contribution due to Merchant.

(23) CARRIER'S TARIFFS

This Bill of Lading is subject to the Carrier's applicable tariff and the terms of such tariffs are incorporated herein. Copies of the applicable tariff can be obtained from the Carrier upon request or from Carrier's website, the address of which is set forth in the U.S. Federal Maritime Commission's website at [www.fmc.gov](http://www.fmc.gov). Carrier's Bill of Lading is non-negotiable unless made out "to order." Pursuant to U.S. Federal Maritime Commission authority, Carrier may enter into Negotiated Rate Agreements with Merchant from time to time in lieu of publishing rates and charges in a tariff. In the event any Shipment is tendered to Carrier for Carriage on any shipping document other than Carrier's Bill of Lading, Merchant agrees that Carrier's Bill of Lading shall supersede any rules, regulations or contractual terms contained on the shipping document on which the Shipment was tendered. This shipping document supersedes and negates any claimed, alleged, or asserted oral or written contract, promise, representation, or understanding between the parties with respect to this Shipment.

Carrier's liability with respect to its undertaking to file or submit any information, in any format, to any government regulatory agency, organization or similar entity on Merchant's behalf and written authorization, whether in conjunction with the Bill of Lading or the Carriage contemplated herein, shall be governed by Carrier's General Trading Terms and Conditions of Service, as amended, a copy of which are available for review upon Merchant's request.

(24) SEVERABILITY

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. Any right or remedy herein conferred on Carrier is in addition to and without prejudice to all other rights and remedies available to it.

(25) VARIATION OF THE CONTRACT

This document is binding on the parties and supersedes any prior oral or written agreement, understanding, or arrangement, with the exception that a provision of this document may be superseded by a written agreement between Carrier and Merchant that specifically states that its terms govern in the event of a conflict with this document. No servant or agent of Carrier shall have the power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by an officer of the Carrier.

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