

Sea Lead Shipping

Bill of Lading for Ocean Transport or Multimodal Transport

SHIPPER (NAME AND FULL ADDRESS) Orient Stone 58 street Misr Helwan El Zerai - Maadi Cairo, Egypt Tel : +20 1111355050 / +20 1020038727		BOOKING NO. 3100080535	SERVICE	BL NO. 3100080535		
		EXPORT REFERENCES				
CONSIGNEE (NAME AND FULL ADDRESS) AD SHIPPING AGENCIAMENTO DE CARGAS LTDA Rua Ernesto Carlos Iserhard, 526 - ZIP CODE 96825-040 – Higienópolis Santa Cruz do Sul – RS – Brasil CNPJ: 24.875.425/0001-02 Phone: +55 (51) 39024008						
NOTIFY (NAME AND FULL ADDRESS) AD SHIPPING AGENCIAMENTO DE CARGAS LTDA Rua Ernesto Carlos Iserhard, 526 - ZIP CODE 96825-040 – Higienópolis Santa Cruz do Sul – RS – Brasil CNPJ: 24.875.425/0001-02 Phone: +55 (51) 39024008		78 Shenton Way 10-01, Singapore 079120 Telephone: +65 6222 1088				
		PROPOSED ROUTING				
PRECARRIAGE (*)	PLACE OF RECEIPT BY PRECARRIER (*)	DESTINATION OFFICE Unimar Agenciamentos Marítimos Ltda Praça Correia de Melo 08 – Centro 00000000 +55551321017890 rpinho@unigroup.com.br Santos Brazil				
PORT OF LOADING DAMIETTA, EGYPT	VESSEL (Vessel / Voyage / leg) ESCAPE / 2503W					
PORT OF DISCHARGE Rio Grande	PLACE OF FINAL DELIVERY BY ON CARRIER(*) Rio Grande Port ,Brazil					
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE						
MARKS AND NUMBERS	NO. OF CONTAINERS OR PKGS.	DESCRIPTION OF PACKAGES AND GOODS	CARGO GROSS WEIGHT	MEASUREMENT		
2*20'DC						
SLVU3012377 -22G1 -13907	38 PACKAGE	Said to Contain : - Shippers Load, Stow and Count	25,000 KG	30 M3		
SLVU3020140 -22G1 -13908	20 PACKAGE	MARBLE TILES TOTAL M2 : 914.00 M2 TOTAL Packages: : 58 PACKAGES TOTAL N.W : 51500 KGS TOTAL G.W : 52500 KGS NCM 680221 Wooden packing: NOT APPLICABLE Tare weight 2120 KGS for each container	27,500 KG	30 M3		
* See Attached						
Total:	58 PACKAGE		52,500 KG	60 M3		
TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER: TOTAL UNITS: TWO Container(s) - FIFTY-EIGHT PACKAGE						
SERVICE TERMS: CY/CY The number of containers of packages shown in the 'TOTAL No. OF CONTAINERS OR PACKAGES RECEIVED BY THE CARRIER'S box which are said by the shipper to hold or consolidate the goods described in the PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE box, have been received by Sea Lead Shipping Pte. Ltd. from the shipper in apparent good order and condition except as otherwise indicated hereon – weight, measure, marks, numbers, quality, quantity, description, contents and value unknown - for Carriage from the Place of Receipt or the Port of loading (whichever is applicable) to the Port of Discharge or the Place of Delivery (whichever is applicable) on the terms and conditions hereof INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF, THE CARRIER'S APPLICABLE TARIFF AND THE TERMS AND CONDITIONS OF THE PRECARRIER AND ONCARRIER AS APPLICABLE IN ACCORDANCE WITH THE TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF. IN WITNESS WHEREOF THREE (3) ORIGINAL BILLS OF LADING (unless otherwise stated below) HAVE BEEN SIGNED ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED THE OTHERS TO STAND VOID.		FREIGHT CHARGES	CURRENCY USD	PREPAID	COLLECT X	PAYABLE AT
		EXCESS VALUE DECLARATION: REFER TO CLAUSE 8(1) + (2) + (3) ON REVERSE SIDE				
		FREIGHT AS ARRANGED				

1. DEFINITIONS

"Cargo" means the whole or any part of the carriage, loading, unloading, handling and any and all other services whatsoever undertaken by the Carrier in relation to the Goods. "Carrier" means Sea Lead Shipping Pte. Ltd.

"Container" includes any container (including an open top container), flat rack, platform, trailer, transportable tank, pallet or any other similar article used to consolidate the Goods and any connected equipment.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this bill of lading.

"Goods" means the whole or any part of the cargo and any packaging accepted from the Shipper and includes any Container not supplied by or on behalf of the Carrier.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924.

"Inland Transport" means the carriage by air, road or rail of Goods for loading or to whom rights of suit and/or liability under the bill of lading have been transferred or vested.

"Merchant" includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this bill of lading and anyone acting on behalf of such Person. "Multimodal Transport" arises if the Place of Receipt and/or the Place of Delivery are indicated on the reverse hereof in the relevant boxes.

"Ocean Transport" arises if the Carriage is not Multimodal Transport.

"Person" includes an individual, corporation, or other legal entity.

"Sub-Contractor" includes stevedores and operators of vessels (other than the Carrier), stewards, terminal and group operators, road and rail transport operators, warehousemen, and any independent contractors employed by the Carrier performing the Carriage or whose services or equipment have been used for the Carriage by any direct or indirect sub-contractors, servants and agents (whether in direct or indirect privity).

"Terms and Conditions" means all terms, rights, duties, provisions, conditions, exceptions, limitations and liberties herein.

"US COGSA" means the Carriage of Goods by Sea Act 1936.

"Vessel" means any water borne craft used in the Carriage under the bill of lading which may be a feeder vessel or an ocean vessel.

"COGWA" means the Carriage of Goods by Water Act 1936 of Canada.

"Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules.

"Stuffed" includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle damage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of inconsistency between this bill of lading and the applicable Tariff, the bill of lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the Terms and Conditions hereof he - or, has the authority to contract on behalf of, the Person owning or entitled to possession of the Goods and this bill of lading.

4. NEGOTIABILITY AND TITLE TO THE GOODS

(1) The Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute receipt to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2) The 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 the Bill of Lading, has been negotiated or transferred for valuable consideration to a third party acting in good faith.

5. SUB CONTRACTING

5.1 The Carrier shall be entitled to sub contract on any terms whatsoever the whole or any part of the Carriage and to use any premises in connection with the Carriage.

5.2 It is hereby expressly agreed that:

(a) No Sub Contractor, agent or servant shall in any circumstances whatsoever be under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the part of the Sub Contractor, agent or servant while acting in the course of or in connection with the Goods or the Carriage of the Goods.

(b) The Merchant undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which impose or attempt to impose any liability on the Carrier in respect of the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of such Person. The Sub Contractor, agent or servant shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

(c) Without prejudice to the generality of the foregoing provisions of this clause, every exemption, limitation, condition or restriction (other than Article 6 of the Hague Rules and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder including the right to enforce in any jurisdiction provision contained herein (clause 28)) shall also be available and shall extend to every such Sub Contractor, agent or servant, who shall be entitled to enforce the same against the Merchant.

5.3 The provisions of clause 5.2(c) including but not limited to the undertaking of the Merchant contained therein shall not apply to the claims or allegations of whatsoever nature against other Persons chartering space on the carrying vessel.

5.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person other than in accordance with these Terms and Conditions which impose or attempt to impose any liability on the Carrier in respect of the Goods or the Carriage of the Goods, whether or not arising out of negligence on the part of the Carrier, and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

6. CARRIER'S RESPONSIBILITY: OCEAN TRANSPORT

6.1 Where the Carriage is Ocean Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Port of Loading to the Port of Discharge. The liability shall extend to the Goods from the time of receipt at the Port of Loading to the time of delivery of the Goods at the Port of Discharge shall be determined in accordance with Articles 1-3 of the Hague Rules save as is otherwise provided in these Terms and Conditions. These articles of the Hague Rules shall apply as a matter of contract.

6.2 The Carrier shall have no liability whatsoever for any loss or damage to the Goods, however caused, if such loss or damage arises before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the cargo for delivery. Notwithstanding the above, to the extent any applicable compulsory law prescribes a period of responsibility for the Carrier, the Carrier's liability, defence, limitation and liberty in the Hague Rules as applied by clause 6.2 during such additional compulsory period, notwithstanding that the loss or damage did not occur at sea.

6.3 Where US COGSA applies then the provisions stated in the said Act shall govern during Carriage to or from a container or container freight station at the Port of Loading before loading on the vessel or at the Port of Discharge before delivery to an inland carrier.

6.4 If the Carrier is requested by the Merchant to procure Carriage by an inland carrier and the inland carrier in his discretion agrees to do so, such Carriage shall be procured by the Carrier as agent only to the Merchant and Carrier shall have no liability for such carriage or the acts or omissions of such inland carrier.

7. CARRIER'S RESPONSIBILITY MULTIMODAL TRANSPORT

Where the Carriage is Multimodal Transport, the Carrier undertakes to perform and/or in his own name to procure performance of the Carriage from the Place of Receipt or the Port of Loading, whichever is applicable, to the Port of Discharge or the Place of Delivery, whichever is applicable. The Carrier shall have no liability whatsoever for any loss or damage to the Goods occurring before acceptance by the Carrier of custody of the Goods or after the Carrier tenders the Goods for delivery at the applicable points, and, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below:

(i) Where the stage of Carriage where loss or damage occurred is not known;

(ii) The Carrier shall be relieved of liability for any loss or damage 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 for whom the Carriage is being performed;

(b) compliance with instructions of any Person entitled to give them;

(c) insufficient or defective condition of packing or marks;

(d) handling, loading, stowage or unloading of the Goods by the Merchant or any Person acting on behalf of the Merchant;

(e) inherent vice of the Goods;

(f) (i) strike, lock out, stoppage or restraint of labour, from whatever cause, whether partial or general; (ii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(g) The burden of proof that the loss or damage was due to a cause(s) or event(s) specified in clause 7.1 shall rest on the Carrier, but if there is any evidence the loss or damage is attributable to one or more causes or events specified in clause 7.1 then 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 partly by one or more of those causes or events.

7.2 Where the stage of Carriage where the loss or damage occurred is known notwithstanding anything provided for in clause 7.1 and subject to clause 19, the liability of the Carrier in respect of such loss or damage shall be determined:

(a) if the loss or damage is known to have occurred during Carriage by sea (shipments not to or from the United States of America or waterborne Carriage not in the U.S.) by the Hague Rules Articles 1-3. To the extent the Hague Rules shall apply as a matter of contract;

(b) if the loss or damage is known to have occurred during any inland carriage not in the U.S. in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or in accordance with clauses 7.1 and 8.2(a), whichever imposes lesser liability on the Carrier; or

(c) if the loss or damage is known to have occurred during Carriage by sea, for shipments to or from the United States of America, or waterborne Carriage in the United States of America or Carriage to or from the United States of America, or waterborne Carriage in the United States of America, or Carriage to or from the Port of Discharge or the Place of Delivery, whichever is applicable, in the carrying vessel or at the Port of Discharge or the Place of Delivery, whichever is applicable.

(d) if the loss or damage is known to have occurred during any inland carriage in whose custody the loss or damage occurred or in accordance with the contract of carriage or tariffs of any inland carrier in whose custody the loss or damage occurred or US COGSA whichever imposes lesser liability on the Carrier.

8. COMPENSATION AND LIABILITY PROVISIONS

8.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of the loss or damage to the Goods, such compensation shall be calculated by reference to the value of the Goods plus Freight and insurance if paid. The value of the Goods shall be determined with reference to the commercial invoice, customs declaration, any prevailing market price (at the place and time they are delivered or should have been delivered), production price or the replacement value of goods in the event of total loss and/or quality.

8.2 Save as is provided in clause 7.2:

(a) the Carrier's liability shall in no event exceed 500 SDR per kilo of the gross weight of the Goods; loss, damaged or in respect of which a claim of whatsoever nature arises unless clause 7.2(b) applies; loss of or damage to or from the liability of the Carrier shall not exceed USD 500 per Package or customary freight unit, or any lesser limitation afforded per Clause 7.2.

8.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation than that provided for in this bill of lading may be claimed only when, with the consent of the Carrier, the Merchant has declared a value for the Goods in the Carriage document, undertaken, the Merchant elects to avoid any liability limitation provided herein by prepaying extra freight and opting for full liability under the Carnack Amendment by complying with the terms in Carriage document, and (iii) in all other cases, the Shipper declares and the Carrier states the value of the Goods declared by the Shipper and delivery to the Carrier has been stated in the box marked "Declared Value" on the reverse of this bill of lading and extra freight paid. In such case, the amount of the declared value shall be substituted for the limits laid down in the bill of lading. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

8.4 Nothing in this bill of lading shall operate to limit or deprive the Carrier of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country, which may benefit the carrier, but the benefit of the said laws, statute or regulations as if it were the owner of any carrying vessel.

9. GENERAL

9.1 The Carrier does not undertake that the Goods or any documents relating thereto shall arrive or be available at any point or place at any stage during the Carriage or at the Port of Discharge or the Place of Delivery at any particular time or to meet any particular requirement of any licence, permission, sale contract, or credit of the Merchant or any mark or use of the Goods and the Carrier shall under no circumstances whatsoever be liable for any direct, indirect or consequential loss or damage caused by delay. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by delay, such liability shall in no event exceed the Freight paid.

9.2 Where the Carrier is otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or for loss of profit.

9.3 Once the Goods have been received by the Carrier for Carriage the Merchant shall not be entitled to impede, delay, suspend or stop or otherwise interfere with the Carrier's intended manner of performance of the Carriage or to require the Carrier to deviate from the bill of lading nor to instruct or require delivery of the Goods at other Port or Place than the Port of Discharge or Place of Delivery named on the reverse hereof or such other Port or Place selected by the Carrier in the exercise of the liberties herein, for any reason whatsoever. The Merchant shall indemnify the Carrier against all claims, liabilities, losses, damages, costs, delays, attorney fees and/or expenses caused to the Carrier, his Sub Contractors, servants or agents or to any other cargo or to the owner of such cargo during the Carriage arising or resulting from any impediment, delay, suspension, stoppage or interference whatsoever in the Carriage of the Goods without prejudice to the bill of lading and without limitation of amount.

9.4 The Terms and Conditions shall govern the responsibility of the Carrier in connection with or arising out of the supplying of a Container to the Merchant whether before, during or after the Carriage.

10. NOTICE OF LOSS, TIME BAR

Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge) or the Place of Delivery is named on the reverse hereof before or at the time of removal of the Goods or if the loss or damage is not apparent within (time specified) thereafter, the Carrier shall be prima facie evidence of the delivery by the Carrier of the Goods as described in the bill of lading. In any event, the Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one year after their delivery or the date when they should have been delivered.

11. APPLICATION OF TERMS AND CONDITIONS

These Terms and Conditions shall apply in any action against the Carrier for any loss or damage whatsoever and howsoever occurring, land, without restricting the generality of the foregoing, including delay, loss of profit, loss of time, loss of cargo, loss of interest, loss of business, loss of reputation, loss of contract, bailment, tort or in tort and even if the loss, damage or delay arose as a result of unauthorised, negligent or fundamental breach of contract.

12. SHIPPER-PACKED CONTAINERS

If a Container has not been packed by the Carrier:

12.1 This bill of lading shall be a receipt only for such a Container;

12.2 The Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier for any loss or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of this section:

(a) any material defect with the Container has been packed; or

(b) the unsuitability of the Goods for carriage in Containers; or

(c) the unsuitability or defective condition of the Container; or

(d) the incorrect setting of any thermostat, ventilation, or other special controls thereof; provided that the Merchant shall be liable for any loss or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of this section:

12.3 The Merchant is responsible for the packing and sealing of all shipper packed Containers and, if a shipper packed Container is delivered by the Carrier with any original seal intact, the Carrier shall not be liable for any shortage of Goods ascertained at delivery.

12.4 The Shipper shall inspect Containers before packing them and the use of Containers shall be prima facie evidence of their being sound and suitable for use.

13. PERSHABLE CARGO

13.1 Goods, including Goods of a perishable nature, shall be carried in ordinary Containers without special refrigeration, ventilation or other special controls, unless the bill of lading and/or otherwise specifically equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for Carriage any Goods which require refrigeration, ventilation or any other specialised means of carriage, and the Carrier shall not be liable for any loss or damage to the contents and/or such injury, loss, damage, liability or expense has been caused by any matter beyond his control including, inter alia, without prejudice to the generality of this section:

13.2 The Merchant should note that refrigerated Containers are not designed to maintain a constant temperature and the Carrier shall not be responsible for the consequences of cargo being orientated at a higher temperature than that required for the Carriage;

13.3 To monitor and control humidity levels, a sealing facility exists, in that humidity is influenced by any external factors, the Carrier does not guarantee the maintenance of any intended level of humidity inside any Container.

13.3.1 The term "apparent good order and condition" when used in this bill of lading with reference to Goods which require refrigeration, ventilation or other specialised attention does not mean that the Goods are in good order and condition as being at the carrying temperature, humidity level or other condition designated by the Merchant.

13.3.2 The Carrier shall not be liable for any loss of or damage to the Goods arising from latent defects, damage, break down, defrosting, stoppage of the refrigerating, ventilating or any other specialised machinery, plant, insulation and/or apparatus of the Containers, vessels and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

14. INSPECTION OF GOODS

The Carrier shall be entitled, but under no obligation, to open and/or open any package or Container at any time and to inspect the contents. If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the Carriage thereof, and/or to seal or dispose of the Goods and/or to abandon the Carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his discretion may deem appropriate. The Carrier shall be deemed to constitute due delivery of the Goods if the Merchant shall indemnify the Carrier against any reasonable additional expense so incurred. The Carrier in exercising the liberties contained in the clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage whatsoever arising from any action or lack of action under this clause.

15. DESCRIPTION OF GOODS

15.1 The bill of lading shall be prima facie evidence of the receipt by the Carrier in apparent good order and condition, and unless otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled "Carrier's Receipt" on the reverse side hereof.

15.2 No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbering or apparatus of the Containers, vessels and any other facilities, provided that the Carrier shall before and at the beginning of the Carriage exercise due diligence to maintain the Container supplied by the Carrier in an efficient state.

15.3 The Shipper warrants to the Carrier that the particulars relating to the Goods as set out on the reverse hereof have been checked by the Shipper on receipt of this bill of lading and that such particulars are true and correct. The Shipper also warrants that the Goods are lawful goods, and contain no contraband, drug or other illegal substances or stowaways, and that the Goods will not cause loss, damage or expense to the Carrier, or to any other cargo.

15.4 If any package or unit is damaged or credit and/or import licence and/or sales contract and/or invoice or other number and/or details of any contract to which the Carrier is not a party are shown on the face of this bill of lading, such particulars are included at the sole risk of the Merchant and for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increase the Carrier's liability under the bill of lading.

16. MERCHANT'S RESPONSIBILITY

16.1 All of the Persons coming within the definition of Merchant in clause 3, including any principal or agent, shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in the bill of lading.

16.2 The Merchant shall be liable for and shall indemnify the Carrier against all loss, damage, delay, injury, attorney fees and/or expense arising from any breach of any of the warranties in clause 15.3 or any other breach of any of the conditions or any other cause whatsoever in connection with the Goods for which the Carrier is not responsible.

16.3 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fees, imposts, expenses or losses (including, without limitation, those arising from the bill of lading) or expenses incurred as a result thereof, if incurred or suffered by reason of any failure to comply, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

16.4 If Containers supplied by or on behalf of the Carrier are unpacked by or for the Merchant, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the condition required and/or within the time prescribed in the bill of lading, the Carrier shall be entitled to charge the Merchant for the cost of such Containers.

16.5 Containers released into the care of the Merchant for packing, unpacking or any other purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall indemnify the Carrier for all loss of or damage and/or delay to such Containers, and all liability claims, losses, damages, costs or expenses resulting from the Merchant's use of such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

16.6 If delivery of Goods or any part thereof is not taken by the Merchant at the time and place when and where the Merchant is entitled to call upon the Carrier to take the Goods, thereupon the Carrier shall be entitled to store the Goods in a Container. The Goods or any part thereof and any expense of the Goods or any part thereof if ashore, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder and thereupon the liability of the Carrier in respect of the Goods of that part thereof shall cease.

17. FREIGHT EXPENSES AND FEES

17.1 Full Freight shall be payable based on particulars furnished by or on behalf of the Shipper. The Carrier shall not be liable for any charges or expenses incurred by the Shipper or its agents, if incorrect the Merchant and the Goods shall be liable for the correct Freight and any expenses incurred in examining, weighing, measuring, or valuing the Goods.

17.2 Full Freight shall be considered completely earned upon receipt of the Goods by the Carrier and shall be paid in full by the Merchant at the time of delivery of the Goods.

17.3 All sums payable to the Carrier are due on demand and shall be paid in full in United States currency, at the Carrier's option, in its equivalent in the currency of the Port of Loading or Discharge or the Place of Receipt or Delivery as specified in the Carrier's Tariff.

17.4 The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation, additional insurance premium and other contingencies relative to Freight in the applicable Tariff. In the event of any discrepancy between Freight (incl. charges etc.) items in the bill of lading and any Carrier invoices, the latter shall prevail.

17.5 The Merchant shall be liable for any act of omission, delay, default, deduction or stay of execution at latest before delivery of the Goods.

17.6 If the Merchant fails to pay the Freight when due he shall be liable also for payment of service fee, interest due on any outstanding and/or overdue sum, reasonable attorney fees and expenses incurred in recovering the Freight and/or costs or fees resulting from the Merchant's use of such Containers. Merchants are deemed to be aware of the dimensions and capacity of any Containers released to them.

17.7 Despite the acceptance by the Carrier of instructions to collect Freight, duties, fees, demurrage/

detention and costs and expenses from the Shipper or Consignee or any other Person, then, in the absence of evidence of payment (for whatever reason) by such Shipper or Consignee or other Person when due, the Carrier shall remain responsible for and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 17.3.

17.8 If the Carrier, at its sole discretion, grants credit on any sums payable to the Carrier, the terms and conditions of such credit shall be as set out in the Credit terms available from the Carrier or its authorized agents. The applicable Credit terms will automatically apply to any granting of credit by the Carrier, unless otherwise agreed by the Carrier.

18. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contributions to whatsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any document relating thereto for all sums and contributions payable to the Carrier and for the payment of such Freight, duties, fees, demurrage/detention and costs and expenses on receipt of evidence of demand within the meaning of clause 17.3.

18.1 The Carrier may exercise his lien at any time and any place in his sole discretion, whether the contractual Carriage is completed or not. In any event any lien shall extend to cover the cost of recovering any sums due and for that purpose the Carrier shall have the right to sell the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

19. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

19.1 The Goods may be packed by the Carrier in Containers and consolidated with other goods in Containers.

19.2 Goods whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant. The Carrier shall not be required to note, mark or stamp on the bill of lading any statement of such deck or under deck cargo. Save as provided in clause 19.3, such Goods (except livestock) carried on or under deck and whether packed in Containers or not shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules or US COGSA and shall be carried subject to such Rules or Act, whichever is applicable.

19.3 Any animals (including livestock) carried on or under deck and whether packed in Containers or not shall be carried on deck and livestock, whether or not carried on deck, as carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the Carriage whether caused by unauthorised or negligence or any other cause whatsoever and neither the Hague Rules nor US COGSA shall apply.

20. METHODS AND ROUTES OF CARRIAGE

20.1 The Carrier may at any time and without notice to the Merchant:

(a) use any mode of transport or storage whatsoever; and

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(i) use any mode of transport or storage whatsoever; and

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(a) use any mode of transport or storage whatsoever; and

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(i) use any mode of transport or storage whatsoever; and

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(a) use any mode of transport or storage whatsoever; and

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(i) use any mode of transport or storage whatsoever; and

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(a) use any mode of transport or storage whatsoever; and

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(i) use any mode of transport or storage whatsoever; and

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(a) use any mode of transport or storage whatsoever; and

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(i) use any mode of transport or storage whatsoever; and

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(a) use any mode of transport or storage whatsoever; and

(b) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

(i) use any mode of transport or storage whatsoever; and

(ii) transfer the Goods from one conveyance to another including transhipping or carrying the same on a Vessel other than the Vessel named on the reverse hereof or by any other means of transport whatsoever and even though transhipment or forwarding of the Goods may not have been contemplated or intended at the time this contract was entered into or the Goods were received for Carriage (the Carrier may at his sole discretion and without notice to the Merchant and whether or not the Carriage is commenced after:

BILL OF LADING (ATTACHED SHEET)

VESSEL / VOYAGE : ESCAPE / 2503W				BILL OF LADING NUMBER: 3100080535				
Container	Charge	Basis	No.of Container	Currency	Rate Per	Unit	Prepaid	Collect
22G1	Total Ocean freight Charges	Container	2	USD	6666.00	1	0.00	13332.00
22G1	Terminal Handling Charges Discharge	Container	2	BRL	1300.00	1	0.00	2600.00
22G1	Logistics Fee charges	Container	2	BRL	100.00	1	0.00	200.00
22G1	Damage Insurance Charges	Container	2	USD	40.00	1	0.00	80.00
	Bill of Lading Charges	B/L	1	USD	10.00	1	10.00	0.00
Totals USD							10.00	13412.00
Totals BRL							0.00	2800.00