**HEMISPHERE LOGISTICS BILL OF LADING TERMS AND CONDITIONS**

1. DEFINITIONS

a) "Carriage" means the whole of the operations and

services undertaken or performed by or on behalf of

the Carrier with respect to the goods.

b) "Carrier" means the Company named on the face side

hereof and on whose behalf this Bill of Lading was

issued and whether acting as carrier or bailee.

c) "Charges" means freight, deadfreight, demurrage and

all expenses and money obligations incurred and

payable by the Merchant.

d) "Container" means any container (closed or open top),

van, trailer, flatbed, transportable tank, railroad

car, vehicle, flat, flatrack, pallet, skid, platform,

cradle, sling-load or any similar article of

transport.

e) "Goods" means the cargo received from the shipper and

described on the face side hereof and any Container

not supplied by or on behalf of the Carrier.

and on whose behalf this Bill of Lading has been

signed.

f) "Merchant" means the shipper, consignee, receiver,

holder of this Bill of Lading, owner of the cargo or

person entitled to the possession of the cargo and the

servants and agents of any of these, all of whom shall

be jointly and severally liable to the carrier for the

payment of all charges, and for the performance of the

obligations of any of them under this Bill of Lading.

g) "On Board" or similar words endorsed on this Bill of

Lading mean that in a Port to Port movement, the Goods

have been loaded on board the Vessel or are in the

custody of the actual ocean carriers and in the event

of intermodal transportation, if the originating

carrier is an inland carrier, means that the Goods

have been loaded on board rail cars or another mode of

transport at the Place of receipt or are in the

custody of a participating carrier and in route to the

Port of Loading named on the reverse side.

h) "Participating Carrier" means any other carrier by

water, land or air, performing any stage of the

Carriage, including inland carriers, whether acting as

sub-carrier, substitute carrier or bailee.

i) "Person " means an individual, a partnership, a body

corporate or any other entity of whatsoever nature.

j) "Vessel" means the ocean vessel named on the face side

hereof, and any substitute vessel, feedership, barge,

or other means of conveyance by water used in whole or

in part by the Carrier to fulfill this contract.

2. CARRIER'S TARIFF

The Goods carried hereunder are subject to all the terms

and conditions of the Carrier's applicable tariff or

tariffs on file with the Federal Maritime Commission,

Interstate Commerce Commission or any other regulatory

body which governs a particular portion of the Carriage

and said terms and conditions are hereby incorporated

herein as part of the Terms and Conditions of this Bill

of Lading. Copies of the relevant provisions of the

applicable tariff or tariffs are obtainable from the

Carrier, Federal Maritime Commission, Interstate Commerce

Commission or other concerned regulatory body upon

request. In the event of any conflict between the terms

and conditions of such tariff or tariffs and the Terms

and conditions of this Bill of Lading, this Bill of

Lading shall prevail.

3. WARRANTY/ACKNOWLEDGEMENT.

The Merchant warrants that in agreeing to the Terms and

Conditions hereof, it is, or is the agent and has the

authority of, the owner or person entitled to the

possession of the Goods or any person who has a present

or future interest in the Goods.

The Merchant acknowledges that the Carrier is a

non-vessel operating common carrier ("NVOCC"), and that

it neither owns nor charters vessels, as a result of

which the Carrier or any sub carrier (which may be a

NVOCC) will be required to contract with an actual ocean

carrier to accomplish the Carriage contemplated by this

Bill of Lading and does so as agent of the Merchant.

The Merchant further acknowledges that by identifying

the carrying Vessel on the face side hereof, it knows or

can determine the name of the actual ocean carrier, and

the terms and conditions of the actual ocean carrier's

bill of lading and applicable tariffs and agrees to be

bound thereby.

4. RESPONSIBILITY.

a) Except where the Carriage covered by this Bill of

Lading is to or from a port of locality where there is

in force a compulsorily applicable ordinance or

statute of a nature similar to the International

Convention for the Unification of certain Rules

relating to Bills of Lading, dated at Brussels, August

25, 1924, the provisions of which cannot be departed

from, this Bill of Lading shall have effect subject to

the Carriage of Goods by Sea Act of the United States

("COGSA"), approved April 16, 1936, and nothing herein

contained, unless otherwise stated, shall be deemed a

surrender by the Carrier of any of its

rights immunities, exemptions, limitations or

exonerations or an increase of any of its

responsibilities or liabilities under COGSA or, as the

case may be, such ordinances or statutes. The

provisions of COGSA or such compulsorily applicable

ordinances or statutes (except as otherwise

specifically provided herein) shall govern before

loading on and after discharge from the vessel and

throughout the entire time the Goods or Containers or

other packages are in the care, custody and/or control

of the Carrier, its agents, servants, Participating

carriers or independent contractors (inclusive of all

subcontractors), whether engaged by or acting for the

carrier or any other person, and during the entire

time the Carrier is responsible for the Goods.

b)The Carrier shall not be liable in any capacity

whatsoever for any delay, non-delivery, mis-delivery

or other loss or damage to or in connection with the

Goods or Containers or other packages occurring at any

time contemplated under subdivision a) of this clause.

c)The Carrier shall, irrespective of which law is

applicable under subdivision a) of the clause, be

entitled to the benefit of the provisions of sections

4281 to 4287, inclusive, of the revised statutes of

the United States and amendments thereto.

d)The rights, defenses, exemptions, limitations of and

exonerations from liability and immunities of

whatsoever nature provided for in this Bill of Lading

shall apply in any action or proceeding against the

Carrier, its agents and servants and/or any

Participating carrier or independent contractor.

5. THROUGH TRANSPORTATION.

When either the place of receipt or place of delivery

set forth herein is an inland point or place other

than the port of loading (Through Transportation

basis), the Carrier will procure transportation to and

from the sea terminal and such inland points or places

and, notwithstanding anything in this Bill of Lading

contained, but always subject to clause 4. hereof, the

Carrier shall be liable for loss or damage of

whatsoever nature and howsoever arising to the

following extent, but no further:

a) Upon proof that the loss or damage arose during a

part of the carriage herein made subject to

COGSA, as set forth in clause 4.a) hereof, said

legislation shall apply; or

b) Upon proof that the loss or damage not falling

within a) above, but concerning which the law of

any country, state or subdivision thereof contains

provisions that are compulsorily applicable and

would have applied if the Merchant had made a

separate and direct contract with the Carrier, a

Participating carrier or independent contractor,

as referred to in clause 4. a), relative to a

particular stage of transport wherein the loss or

damage occurred and received as evidence thereof a

particular receipt or other document, then the

liability of the Carrier, Participating carrier

and independent contractor shall be subject to the

provisions of such law.

c) If it should be determined that the Carrier bears

any responsibility for loss or damage occurring

during the care, custody and/or control of any

participating carrier or independent contractor, and

be subject to law compulsorily applicable to their

bills of lading, receipts, tariffs and/or law

applicable thereto, then the Carrier shall be

entitled to all rights, defenses, immunities,

exemptions, limitations of and exonerations from

liability of whatsoever nature accorded under such

bill of lading, receipt, tariff and/or applicable

law, provided however, that nothing contained herein

shall be deemed a surrender by the Carrier of any of

its rights, defenses and immunities or an increase

of any of its responsibilities or liabilities under

this Bill of Lading, the Carrier's applicable tariff

or laws applicable or relating to such Carriage.

d) Except as hereinabove provided, the Carrier shall

have no liability for damage to the Goods.

6. SUBCONTRACTING; BENEFICIARIES.

a) The Carrier shall be entitled to subcontract on any

terms the whole or any part of the Carriage, loading,

unloading, storing, warehousing, handling and any and

all duties whatsoever undertaken by it in relation to

the Goods or Containers or other packages or any

other Goods.

b) It is understood and agreed that if it should be

adjudged that any person or entity other than or in

addition to the Carrier is under any responsibility

with respect to the Goods or any other goods,

regardless of the port or place where any loss or

damage shall occur and without regard to whether the

goods covered hereby or any other goods are being

handled or are damaged directly or indirectly during

any handling, and even if the Goods or other goods

are transported on free in, stowed and/or free out

terms, all exemptions, limitations of and

exonerations from liability provided by law or by the

Terms and Conditions hereof shall be available to all

Agents, servants, employees, representatives, all

participating (including inland), carriers and all

stevedores, terminal operators, warehousemen, crane

operators, watchmen, carpenters, ship cleaners,

surveyors and all independent contractors whatsoever.

In contracting for the foregoing exemptions,

limitations of and exonerations from liability, the

Carrier is acting as agent and trustee for and on

behalf of all persons described above, all of whom

shall to this extent be deemed to be a party to the

contract evidenced by this Bill of Lading, regardless

for whom acting or by whom retained and paid, it

being always understood that said beneficiaries are

not entitled to any greater or further exemptions,

limitations of or exonerations from liability than

those that the Carrier has under this Bill of Lading

in any given situation.

c) The Carrier undertakes to procure such services as

necessary and shall have the right at its sole

discretion to select any mode of land, sea or air

transport and to arrange participation by other

Carriers to accomplish the total or any part of the

carriage from Port of Loading to Port of Discharge or

from place of Receipt to place of delivery, or any

combination thereof, except as may be otherwise

provided herein.

d) The Merchant agrees that the Carrier shall be deemed

to be a beneficiary of the actual ocean-carrier's

Bill of lading and of all exemptions, limitations of

and exonerations from liability therein contained

even though the Carrier for the carriage of the

Goods. Notwithstanding, under no circumstances shall

the carrier be responsible for any damages to an

extent greater than the actual ocean carrier or any

beneficiaries of its bill of lading.

e) No agent or servant of the carrier or other person or

class named in subdivision b) hereof 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 an officer or

director of the Carrier having actual authority to

bind the carrier to such waiver or variation.

7. MERCHANT'S RESPONSIBILITY; DESCRIPTION OF GOODS.

a) The description and particulars of the Goods set out

on the face hereof or any description, particular or

other representation appearing on the Goods or

documents relating thereto are furnished by the

Merchant and the Merchant warrants to the carrier that

the description, particulars and any representation

made including, but not limited to, weight, content,

measure, quantity, quality, condition, marks, number

and value are correct.

b) The Merchant warrants that it has complied with all

applicable laws, regulations and requirements of

customs, port and other authorities and shall bear and

pay all duties, taxes, fines, imposts, expenses and

losses incurred or suffered by reason thereof or by

reason of illegal, incorrect or insufficient making

numbering, addressing or any other particular relative

to the Goods.

c) The Merchant further warrants 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.

d) No goods which are or may become dangerous,

inflammable or damaging or which are or may become

liable to damage any property or person whatsoever

shall be tendered to the carrier for Carriage without

the Carrier's prior express consent in writing and

without the Container or other covering in which the

Goods are to be transported and the Goods being

distinctly marked on the outside so as to indicate the

nature and character of any such articles and so as to

comply with all applicable laws, regulations and

requirements. If any such articles are delivered to

the Carrier without such written consent and marking

or if in the opinion of the Carrier the articles are

or are liable to become of a dangerous, inflammable or

damaging nature, the same may at any time be

destroyed, disposed of, abandoned or rendered harmless

without compensation to the Merchant and without

prejudice to the Carrier's right to charges.

e) The Merchant shall be liable for all loss or damage of

any kind whatsoever, including but not limited to

contamination, soiling, detention and demurrage

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) caused by the Merchant or any person acting

on its behalf or for which the Merchant is otherwise

responsible.

f) The Merchant shall defend, indemnify and hold harmless

the Carrier against any loss, damage, claim, liability

or expense whatsoever arising from any breach of the

provisions of this clause 8. or from any cause in

connection with the Goods for which the carrier is not

responsible.

8. CONTAINERS.

a) Goods may be stuffed by the Carrier in or on

Containers and Goods may be stuffed with other Goods.

b) The terms and conditions of the 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.

c) If a container has been stuffed by or on behalf of the

Merchant.

1. The Carrier shall not be liable for loss of or

damage to the Goods.

i) caused by the manner in which the container

has been stuffed;

ii) caused by the unsuitability of the Goods for

carriage in containers;

iii) caused by the unsuitability or defective

condition of the Container provided that

subdivision c) shall only apply if the

unsuitability or defective condition arose (a)

without any want of due diligence on the part

of the Carrier or (b) would have been apparent

upon reasonable inspection by the Merchant at

or prior to the time when the Container was

stuffed;

iv) if the Container is not sealed at the

commencement of the Carriage except where the

Carrier has agreed to seal the Container.

2. The Merchant shall defend, indemnify and hold

harmless the carrier against any loss, damage,

claim, liability or expense whatsoever arising

from one or more of the matters covered by c)

1. above except for c) 1. iii).

3. Where the Carrier is instructed to provide a

container, in the absence of a written request to

the contrary, the Carrier is only obliged to

provide a dry container; i.e., without temperature

or atmosphere control, and is not under an

obligation to provide a Container of any other

type or quality.

9. CONTAINERIZED CARGO.

Goods may be stowed by the Carrier in Containers, and

Containers, whether stowed by the Carrier or received

fully stowed, may be carried on or under deck without

notice, and the Merchant expressly agrees that cargo

stowed in a Container and carried on deck is considered

for all legal purposes to be cargo stowed under deck.

Goods stowed in Containers on deck shall be subject to

the legislation referred to in Clause 4. hereof and will

contribute in General Average and received compensation

in General Average, as the case may be.

10. CONTAINERS WIHT HEATING OR REEFER APPARATUS.

Containers with temperature or atmosphere control

apparatus for heating, refrigeration or otherwise will

not be furnished unless contracted for expressly in

writing at time of booking and, when furnished, may

entail increased charges. In the absence of an express

request, it shall be conclusively presumed that the use

of a dry container is appropriate for the Goods.

Merchant must provide Carrier with desired temperature

range in writing at time of booking and insert same on

the face side of the Bill of Lading, and where so

provided, Carrier is to exercise due diligence to

maintain the temperature within a reasonable range while

the Containers are in its care, custody and/or control

or that of any Participating carrier or independent

contractor. The Carrier does not accept any

responsibility for the functioning of temperature or

atmosphere-controlled Containers not owned or leased by

Carrier or for latent defects not discoverable by the

exercise of due diligence where the container is

furnished by the Carrier. Where the Container, that the

Goods have been properly stuffed and secured within the

Container and that the thermostatic controls have been

properly set by or on behalf of the Merchant prior to

delivery of the Container to the Carrier, its agent,

servants, or any Participating carrier or independent

Contractor. The Merchant accepts responsibility for all

damage or loss of whatsoever nature resulting from a

breach of any of these warranties, including but not

limited to other cargo consolidated in the Container

with the Merchant's Goods or to any other cargo,

property or person damaged or injured as a result

thereof, and the Merchant agrees to defend, indemnify

and hold the Carrier, its agents, servants,

Participating carriers and independent contractors

harmless from and against all claims, suits,

proceedings and other consequences thereof regardless of

their nature and merit.

11. OPTION OF INSPECTION.

The Carrier and any Participating carrier shall be

entitled, but under no obligation, to open any Container

at any time and to inspect the contents. If it

thereupon appears that the contents or any part thereof

cannot safely or properly be carried or carried further,

either at all or without incurring any additional

expense, the Carrier and Participating carrier may

abandon the transportation thereof and/or take any

measures and/or incur any reasonable additional expenses

to continue the carriage or to store the Goods, which

storage shall be deemed to constitute due delivery under

this Bill of Lading. The Merchant shall indemnify the

Carrier against any reasonable additional Charges so

incurred.

12. DECK CARGO.

Deck cargo (except that carried in Containers on deck)

and live animals are received and carried solely at

Merchant's risk (including accident or mortality of

animals), and the Carrier will not in any event be

liable for any loss or damage for or from which he is

exempt, immune or exonerated by applicable law, or from

any other cause whatsoever not due to the fault of the

Carrier, any warranty of seaworthiness in the premises

being hereby waived and the burden of proving liability

being in all respects upon the Merchant. Except as

may be otherwise provided, such shipments shall be

deemed Goods and shall be subject to all Terms and

Conditions of this Bill of Lading.

13. METHODS AND ROUTES OF TRANSPORTATION; LIBERTIES.

With respect to the Goods or Containers or other

packages, the Carrier may at any time and without notice

to the Merchant:

a) use any means of transport (water, land and/or air)

or storage whatsoever;

b) forward, transship by the underlying carrier or

arrange to carry on another vessel or conveyance

or by any other means of transport than that

named on the reverse side hereof;

c) carry Goods on or under deck at its option;

d) proceed by any route in its sole and absolute

discretion and whether the nearest, most direct,

customary or advertised route or in or out of

geographical rotation;

e) proceed to or stay at any place whatsoever once or

more often and in any order or omit calling at any

port, whether scheduled or not;

f) store, vanned or devanned, at any place whatsoever,

ashore or afloat, in the open or covered;

g) proceed with or without pilots;

h) carry livestock, contraband, explosives, munitions,

warlike stores, dangerous or hazardous goods or

goods of any and all kinds;

i) drydock or stop at any unscheduled or unadvertised

port for bunkers, repairs or for any purpose

whatsoever;

j) discharge and require the Merchant to take delivery,

vanned or devanned;

k) comply with any orders, directions or

recommendations given by any government or authority

or by any person or body acting or purporting to act

with the authority of any government or authority or

having under the terms of the insurance on the

vessel or other conveyance employed by the Carrier

the right to give such orders, directions or

recommendations.

l) take any other steps or precautions as may appear

reasonable to the Carrier under the circumstances.

The liberties set out in subdivisions a) through 1)

may be invoked for any purpose whatsoever even if

not connected with the carriage covered by this Bill

of Lading, and any action taken or omitted to be

taken, and any delay arising therefrom, shall be

deemed to be within the contractual and contemplated

Carriage and not be an unreasonable deviation.

In no circumstance whatsoever shall the carrier be

liable for direct, indirect or consequential loss or

damage caused by delay.

14. MATTERS AFFECTING PERFORMANCE.

a) If at any time the Carriage 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

or not the Carriage has commenced), the Carrier may:

i) 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 the

responsibility of the carrier in respect of such

Goods shall cease;

ii) without prejudice to the Carrier's right

subsequently to abandon the Carriage under i)

above, continue the Carriage;

iii) take any and all steps set forth in Clause 13.

hereof.

b) The Liability of the Carrier with respect to the

Goods shall cease on the delivery or other

disposition of the Goods in government or authority

or any person acting or purporting to act as or on

behalf of such government or authority.

c) In any event the Carrier shall be entitled to full

charges on Goods received for Carriage and the

Merchant shall pay any additional costs resulting

from the above mentioned circumstances.

15. DELIVERY.

If delivery of the Goods or Containers or other

packages or any part thereof is not taken by the

Merchant when and where and at such time and place as

the Carrier is entitled to have the Merchant take

delivery, they shall be considered to have been

delivered to the Merchant, and the Carrier may, at its

option, subject to its lien and without notice, elect

to have same remain where they are or sent to a

warehouse or other place, always at the risk and

expense of the Merchant and Goods.

If the Goods are stowed within a Container owned or

leased by the carrier, the carrier shall be entitled to

devan the contents of any such container, whereupon the

Goods shall be considered to have been delivered to the

Merchant, and the Carrier may, at its option, subject

to its lien and without notice, elect to have same

remain where they are sent to a warehouse or other

place, always at the risk and expense of the Merchant

and Goods.

16. CHARGES, INCLUDING FREIGHT.

The charges payable hereunder have been calculated on

the basis of particulars furnished by or on behalf of

the Merchant. The carrier shall, at any time, be

entitled to inspect, reweigh, remeasure or revalue the

contents and, if any of the particulars furnished by

the Merchant are found to be incorrect, the charges

shall be adjusted accordingly, and the Merchant shall

be responsible to pay the correct charges and all

expenses incurred by the carrier in checking said

particulars or any of them.

Charges shall be deemed earned on acceptance of the

Goods or Containers or other packages for shipment by

the carrier and shall be paid by the Merchant in full,

without any offset, counterclaim or deduction, cargo

and/or vessel or other conveyance lost or not lost, and

shall be non-returnable in any event.

In arranging for any services with respect to the

Goods, the carrier shall be considered the exclusive

agent of the Merchant for all purposes, and any

payment of charges to other than the carrier shall not,

in any event, be considered payment to the carrier.

The Merchant shall defend, indemnify and hold the

Carrier, any Participating carrier, independent

contractor, their agents and servants, harmless from

and against all liability, loss, damage, and expense

which may be sustained or incurred relative to the

above,

17. CARRIER'S LIEN.

The Carrier shall have a lien on the Goods, inclusive of

any container owned or leased by the Merchant, as well

as on any charges due any other person, and any

documents relating thereto, which lien shall survive

delivery, for all sums due under this contract or any

other contract or undertaking to which the Merchant was

party or otherwise involved, including, but not limited

to, General Average contributions, salvage and cost of

recovering such sums, inclusive of attorney fees. Such

lien may be enforced by the Carrier by public or private

sale at the expense of and without notice to the

Merchant.

The Merchant agrees to defend, indemnify and hold the

carrier, any participating carrier, independent

contractor, their agents and servants, harmless from and

against all liability, loss, damage, or expense which

may be sustained or incurred by the carrier relative to

the above and the Merchant agrees to submit to the

jurisdiction of any court, tribunal or other body before

whom the Carrier may be brought, whether said proceeding

is of civil or criminal nature.

18. RUST.

It is agreed that superficial rust, oxidation or any

like condition due to moisture, is not a condition of

damage but is inherent to the nature of the Goods.

Acknowledgement of receipt of the Goods in apparent

good order and condition is not a representation that

such conditions or rust, oxidation and the like did not

exist on receipt.

19. BOTH-TO-BLAME COLLISION.

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) as

a result 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

Merchant undertakes to defend, indemnify and hold

harmless the Carrier against all claims by or liability

to (and any expenses arising therefrom) any vessel or

person in respect of any loss of or damage to, or any

claim whatsoever of the Merchant paid or payable to the

Merchant 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, recouped or

recovered by such vessel, object or person against the

Carrier, the carrying Vessel or her owners or charterers.

This provision is to remain in effect in other

jurisdictions, even if unenforceable in the courts of

the United States.

20. GENERAL AVERAGE.

a) The Carrier may declare General Average which shall

be adjustable according to the York/Antwerp Rules of

1974, as amended, at any place at the option of the

Carrier and the amended Jason Clause as approved by

BIMCO is to be considered as incorporated herein,

and the Merchant shall provide such security as may

be required by the Carrier in this connection.

b) Notwithstanding a) above, the Merchant shall defend,

indemnify and hold harmless the carrier and any

participating carrier in respect of any claim (and

any expense arising therefrom) of a General Average

nature which may be made against the Carrier and/or

any Participating carrier and shall provide such

security as may be required by the carrier in this

connection.

c) Neither the carrier nor any Participating carrier

shall be under any obligation to take any steps

whatsoever to collect security for General Average

contributions due to the Merchant.

21. LIMITATION OF LIABILITY.

Except as otherwise provided in this Clause or

elsewhere in this Bill of Lading in case of any loss or

damage to or in connection with cargo exceeding in

actual value the equivalent of $500 lawful money of the

United States, per package, or in case of cargo not

shipped in packages, per shipping unit, the value

of the cargo shall be deemed to be $500 per package or

per shipping unit. The Carrier's liability, if any

shall be determined on the basis of a value of $500 per

package or per shipping unit or pro rata in case of

partial loss or damage, unless the nature of the cargo

and valuation higher than $500 per package or per

shipping unit shall have been declared by the Merchant

before shipment and inserted in this Bill of Lading,

and extra freight paid if required. In such case, if

the actual value of the cargo per package or per

shipping unit shall exceed such declared value, the

value shall nevertheless be deemed to be declared value

and the carrier's liability, if any, shall not exceed

the declared value.

The words "shipping unit" shall mean each physical unit

(e.g., container, bundle, pallet, etc.) or piece of

cargo not shipped in a package, including articles or

things of any description whatsoever, except cargo

shipped in bulk, and irrespective of the weight or

measurement unit employed in calculating freight and

related charges.

As to cargo shipped in bulk, the limitation applicable

thereto shall be the limitation provided in Section

1304 (5) of COGSA, or such other legislation,

convention or law as may be applicable, and in no event

shall anything herein be construed as a waiver of

limitation as to cargo shipped in bulk.

Where a container is not stuffed by or on behalf of the

carrier or the parties characterize the Container as a

package or a lump sum freight is assessed, in any of

these events, each individual such container, including

in each instance its contents, shall be deemed a single

package and Carrier's liability limited to $500 with

respect to each such package, except as otherwise

provided in this clause or elsewhere in this Bill of

Lading with respect to each such package. In the event

this provision should be held invalid during that

period in which compulsory legislation shall apply of

its own force and effect, such as during the

tackle-to-tackle period, it shall nevertheless apply

during all non-compulsory periods such as, but not

limited to, all periods prior to loading and subsequent

to discharge from the Vessel for which the Carrier

remains responsible.

Where compulsorily applicable legislation provides a

limitation less than $500 per package or shipping unit,

such lesser limitation shall apply and nothing herein

contained shall be construed as a waiver of a

limitation less than $500.

Further, where a lesser monetary limitation is

applicable, such as during handling by a Participating

carrier or independent contractor and damage occurs

during its or their period of care, custody, control

and/or responsibility, the Carrier shall be entitled to

avail itself of such lesser limitation.

22. NOTICE OF CLIAM; TIME FOR SUIT.

As to any loss or damage presumed to have occurred

during the Carrier's period of responsibility, the

carrier must be notified in writing of any such loss or

damage or claim before or at the time of

discharge/removal of the Goods by the Merchant or, if

the loss or damage is not then apparent, within 3

consecutive days after discharge/delivery or the date

when the Goods should have been discharged/delivered.

If not so notified, discharge, removal or delivery,

depending upon the law applicable, shall be prima facie

evidence of discharge/delivery in good order by the

Carrier of such Goods.

In any event, the Carrier shall be discharged from all

liability of whatsoever nature unless suit is brought

within 1 year after delivery of the Goods or the date

when the Goods should have been delivered, provided

however, that if any claim should arise during a part

of the transport which is subject by applicable law

and/or tariff and/or contract to a shorter period for

notice of claim or commencement of suit, any liability

whatsoever of the Carrier shall cease unless proper

claim is made in writing and suit is brought within

such shorter period.

Suit shall not be deemed "brought" unless jurisdiction

shall have been obtained over the Carrier by service of

process or by an agreement to appear. In the event

this provision should be held invalid during that

period in which compulsory legislation shall apply of

its own force and effect, such as during the

tackle-to-tackle period, it shall nevertheless apply

during all non-compulsory periods during which the

carrier remains responsible.

23. NON-WAIVER AND SEPARABILITY.

Nothing in this Bill of Lading shall operate to deprive

the Carrier of any statutory protection or any defense,

immunity, exemption, limitation of or exoneration from

liability contained in the laws of the United States,

or of any other country whose law may be applicable.

The Terms and Conditions of this Bill of Lading

(including all the terms and conditions of the

Carrier's applicable tariff or tariffs, incorporated

herein by virtue of clause 2. above) shall be

separable, 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.