**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.