TERMS AND CONDITIIONS

1. DEFINITIONS

1. DEFINITIONS "Carrier" means the Company stated on the front of this Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed. "Merchant" includes the shipper, the consignee, the receiver of the Goods, the holder of this Bill of Lading, any person owing or entitled to the possession of the Goods or this Bill of Lading, any person having a present or luture interest in the Goods or any person acting on behalf of any of the above mentioned persons. "Goods" includes the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier. Container 'includes any container, trailer, transportable tank, lift van, flat pallet or any similar article of transport used to consolidate goods. "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods. "Combined Transport" arises where the Carriage called for by this Bill of Lading is not a Port to Port Shipment. "Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading obso not in the nomination of the Place of Delivery indicated are ports and the Bill of Lading so not in the nomination of the Place of Delivery indicated are ports and the Bill of Lading so not a Port to Port Shipment convention for Unification or certain Rules "means the provisions of the International Convention for Unification or certain Rules "means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1988. "COGASA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936. COGWA" rrotocoi signed at Brussels on 23rd February 1968. "COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1396. "COGWA" means the Carriage of Goods by Water Act 1396 of Canada. "Charges' includes freight and al expenses and money obligations incurred and payable by the Merchant. "Shipping Unit" includes freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules. "Person" includes an individual, a partnership, a body corporate or other entity. "Stuffed" includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY The Merchant w

3. WARKAN IY The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY AND TITLE TO THE GOODS

4. NEGOTIABILITY AND TITLE TO THE GOODS (1) This Bill of Lading shall be non-negotiable unless made out 'to order' in which event it shall be negotiable and shall constitute tile to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.
(2) This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a white this Bill of Lading has been negotiated or transferred for valuable consideration to a

third party acting in good faith.

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

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS (1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage. (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including but not limited to the Carriers services and any independent contractor and his servants or agents and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the Goods or the Carrier, against all consequences thereof. Without prejudice to the foregoing very such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier as it such previsions were expressly for his benefit and in entering into this contract again or trustee for such persons and vessels and such persons and vessels shall to this system be or to be deemed to be parties to this contract. (3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of the Goods insolar as such claim or liability exceeds the Carrier to his bill of Lading, shall againty in any action against the Carrier whether the action to reconstruct uncome.

6 CARRIER'S RESPONSIBILITIES

(1) CLAUSE PARAMOUNT

(1) CLAUSE PARAMOUNT (A) Subject to dause 13 below this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Yisby Rules compulsarily applicable (such as COSA or COGWA) to this Bill of Lading is subject to U.S. or Canadian law respectively) shall apply to the carriage of Goods by inland waterways and reference to indum respectively) shall apply to the carriage of Goods by inland waterways and reference to carriage by sea in such Rules or legislation shall be deemed to include reference to indum reference to indum

(2) PORT OF PORT SHIPMENT The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the vessel up to and during discharge from the vessel and the Carrier shall not be liable for any loss or damage whatsoever in respect of the Goods or for any other matter arising during any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Marchant with others for transport, storage, handing or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier are sus such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

The carries of whatsoever including terms less favorable than the terms in this Bill of Lading. (3) COMBINED TRANSPORT Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below. (A) Where the stage of Carriage where the loss or damage courred cannot be proved (1) The Carrier shall be entited to rely upon all exclusions from liability under the Rules or legislation that would have been applied under 6 (1) (A) above thad the loss or damage occurred cannot be proved (1) The Carrier shall be entited to rely upon all exclusions from liability under the Rules or legislation that would have been applied under 6 (1) (A) above mespectively). (ii) Where under dat sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA) if this Bill of Lading is subject to U.S. or Canadian law respectively). (ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that thoes factors for which he is liable have contributed to the loss or damage, (ii) Subject to 6 (4) (C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not computionly applicable, the Carrier's liability shall not exceed 2.00 USD per kilo of the gross weight of the Goods, whichever is the lesser. (iv) The value of the Goods shall be determined according to the current market price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality a such place are difficultient the Stage of Carriage where the loss or damage, occurried can he error thm. (B) Where the stage of Carriage where the loss or damage occurried can h and time. (B) Where the stage of Carriage where the loss or damage occurred can be proved (i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions contained in any international convention or national law of the country which provisions (a) carnot be departed from by private contract to the detiment of the Merchant and (b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thered any particular document which must be issued in order to make such international convention or national law applicable. (ii) with respect to the transportation in the United States of America or in Canade to the Pont of Loading or from the Port of Discharge the responsibility of the Carrier shall be to procure transportation by carriars (one or more) and such transportation shall be subject to the inland carriers contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers obligations under their contracts and tariffs. (iii) Where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6 (3) (A) above. (4) DENERAL PROVISIONE and time. (B) Where the stage of Carriage where the loss or damage occurred can be

(4) GENERAL PROVISIONS (A) Delay, Consequential Loss Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever

and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport. (B) Package or Shipping Unit Limitation Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (C) below, be or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit limitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is 500 USD and according to COGWA is 500 CAD. If no limitation amount is applicable under such Rules or legislation the limitation shall be 500 USD.

be 500 USD. (C) Ad Valerem: Declared Value of Package or Shipping Unit The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and if required by the Carrier extra freight paid in such case. If the actual value of the Goods shall exceed such declared value the value behal inserted laces that the actual value of the Goods

If required by the Carrier extra freight paid in such case. If the actual value of the Goods shall exceed such declared value the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value. (0) Definition of Package or Shipping units stated on the face of this Bill of Lading in the provided shall be deemed the number of packages or shipping units stated on the face of this Bill of Lading in the box provided shall be deemed the number of packages or shipping units for the purpose of any limit of liability per package or shipping unit provided in any international convention or national law relating to the carriage of Goods by see. Except as aforesaid the Container shall be considered the package or shipping unit. The words "shipping unit shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except Goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. As to Goods shipped in bulk the limitation applicable thereto shall be the limitation provided in asub construct to be a waiver of limitation as to Goods shipped to bulk. (F) Rust, etc

(c) Nust, etc. 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 and acknowledgment of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

conditions of rust, oxidation or the like did not exist on receipt. (F) Notice of Loss or Dramage The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery theored under this Bill of Lading or, if the loss or damage is not apparent, with three consecutive days thereafter. (G) Time-bar The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier with nine months after delivery of the Goods or the date when the Goods should have been delivered. In the event that such time period prescribed by such convention or law compulsority applicable the period prescribed by such convention or law shall then apply but in that circumstance only.

7. MERCHANT'S RESPONSIBILITY

7. MERCHARN'S RESPONSIBILITY (1) The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including but not limited to weight, content, measure quantity, quality, condition, marks, any here and which are accurate.

Including but not imited to weight, content, messure quarmy, quanty, contains, manas, numbers and value are correct. (2) The Merchant shall comply 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 any illegal,

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 any illegal, incorrect or insufficient marking, numbering or addressing of the Goods. (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. (4) No Goods which are or may become dangerous, 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 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 withme be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to Charges. (5) The Merchant shall be liable for the loss, damage, contamination, soling, detention or demurrage before, during and lafter the Carriage of property (including, but not limited to, Containers) of the Carrier or any person are vasel (other than the Merchant) referred to in 5 (2) above caused by the Merchant or any person acting on his behalf of or which the Merchant is otherwise responsible.

(a) The welclant static detect, incertain and non-miness the Carner against an loss, damage, claim, liability or expense whatsoever anising from any breach of the provisions of this clause 7 or from any cause in connection with the Goods for which the Carrier is not ocnoncible

8. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with ner Goods

(1) Obschraft be statistically in claring shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant. (3) If a Container has been stuffed by or on behalf of the Merchant (A) the Carrier shall not be liable for loss of or damage to the Goods (1) caused by the unsuitability or defective condition of the Container southed (11) caused by the unsuitability or defective condition of the Containers (11) caused by the unsuitability or defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (11) sable of use dilgence 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 suffed. (IV) If the container is not sealed at the commencement of the carriage except where the

(IV) If the container is not sealed at the commencement of the carriage except where the Carrier has agreed to seal the container.
(B) 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 (A) above except for (A) (III) (a) above.
(4) Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under any obligation to provide a Container of any cardicalar type or multiv. of any particular type or quality.

9. TEMPERATURE CONTROLLED CARGO (1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf or the previous of the stuffed by or on behalf or the stuffed by or on behalf or the stuffed by the maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the Container has been properly pre-cooled, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the Goods by the Carrier. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods caused by such non-compliance. (2) The Carrier shall not be liable for any loss of or damage to the Goods arising from defects, derangement, treakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

10 INSPECTION OF GOODS

The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

11 MATTERS AFFECTING PERFORMANCE

11 MATTERS AFFECTING PERFORMANCE (1) 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), whomsoever and howsoever arising (whether or not the Carriage has commenced) the Carrier may (A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any reasonably possible phase me does to any part of mem at the metchant's capubla at any place which the Carrier may doen safe and convenient whereupon the responsibility of the Carrier in respect of such Goods shall cease, (B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A)

above, continue the Carriage. 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. (2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

12. METHODS AND ROUTE OF TRANSPORTATION

12. Internoto Anapparation of the analysis of the analysis of the analysis of the analysis of transport or storage whatsoever, load or carry the Goods on any vessel whether named on the front here of or not, transfer the Goods from one convegance to another including the notin thereof or notin thatsee the Goods hour offe dollegence to allocate including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever, at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever, proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order, load or unload the Goods from any place whatsoever once or more often and in any order, load or unload the Goods from any conveyance at any place (whether or note the place is a port named on the front hereof as the intended Port of Loading or intended Port of Discharge), comply with any orders or recommendations given by any government or authority or any person or body acting or purporting to act as or on behall of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions, permit the vessel to correl viestche, Goods of all kinds, dangerous or otherwise contraband, explosives, munitions or walike stores and sail armed or unarmed. (2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above can y delay arising therefrom shall be deemed to be within the contradual Carriage and shall not be a deviation of whatsoever nature or degree.

13. DECK CARGO (AND LIVESTOCK)

13. DECK CARGO (AND LIVESTOCK) (1) Goods dray description whether containerized or not may be stowed on or under deck without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than livestock) shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading. (2) Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock whether or not carried on deck) are carried without responsibility on the part of the Carrier of loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by whatsoever nature arising during carriage by sea or inflated waterway whether caused by whatsoever nature arising during carriage by sea or inflated waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of livestock.

14. DELIVERY OF GOODS If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Cartier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if sutfield in or on a Container and to store the Goods or that part thereof ashore, afloat, 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 or that part thereof shall cease.

15. BOTH-TO-BLAME COLLISION

The both bine clause published by the Baltic and International Maritime Counsel (BIMCO) is incorporated herein by this reference.

16 GENERAL AVERAGES

16 GENERAL AVERAGES (1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 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. (2) Notwithstanding (1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising herefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in the some.

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

for General Average contributions due to the Merchant.
17. NOTIFICATION AND DELIVERY CLAUSE
(1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability or remove the Merchant of any obligations hereunder.
(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff.
(3) If the Merchant fails to take delivery of the Goods or part of therein accordance with this Bill of Lading, the Carrier may without notice remove the Goods or that part thereof ashore, alloat, in the open or under cover. Such storage shall constitute due delivery hereunder and there upon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.
(4) The Merchant's attention is drawn to the stupulation concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

Lading. (5) Once free time has expired, the Goods will be stored at a warehouse or receiver's (b) Once tree time has expired, the Goods will be stored at a warehouse or receivers terminal at the sole risk and expense of the Merchant and the Goods. However, if the Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur storage or other charges in excess of their value, the Carrier may, without notice to the Merchant, publicly or privately sell or dispose of the Goods and apply the proceeds of the disposition in reduction of the Freight, and any other charges associated with the warehousing and/or sale of the Goods

18. CHARGES

18. CHARGES (1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event. (2) The Charges have been calculated on the basis of particulars furnished by or on behall of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods and the cocy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall be paid without any set-off, counter-claim, deduction or stay of execution. (4) Any person, firm or corporation engaged by any party to perform forwarding services with respect to the Goods shall be considered the weak subjects of the Merchant shall be paid without any set-off, counter-claim, eduction or stay of execution. (4) Any person, firm or corporation shall no the considered payment of Freight to such person, firm, or corporation to pay any part of the Freight. (5) Should the Merchant shall be paid with the collection of such refight to make timely payment of the applicable Freight, the Merchant in of such or such or of such refight to a such or a such and the applicable Freight, the Merchant is allot be associated with the collection of such Freight from the Merchant pays.

19. LIEN

19. LEN The Carrier shall have a lien on Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

20. VARIATION OF THE CONTRACT No servant or agent of the Carrier shall have the power to waive or vary any of the terms herefor unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to ve or vary.

21. PARTIAL INVALIDITY

21. PARTIAL INVALIDITY If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected threeby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

22. LAW AND JURISDICTION

22. LAW AND JURKING TOWN To OF From United States Ports. The daims arising from or in connection with or relating to this Bil of Lading shall be exclusively governed by the law of the United States. Any and all action concerning custody or carriage under this Bill of Lading whether based on breach of contract, tort or otherwise shall be brought before the United States District Court for the Southern District of New York.