

LINER BOOKING NOTE

(Liner terms approved by The Baltic and International Maritime Conference) Code name: "CONLINEBILL"
Amended January 1st 1950, August 1st 1952, January 1st 1973, July 1st 1974, August 1st 1976, January 1st 1978.

1. Definition.

Wherever the term "Merchant" is used in this Bill of Lading, it shall be deemed to include the Shipper, the Receiver, the Consignee, the Holder of the Bill of Lading and the Owners of the cargo.

2. Law.

U.S. Carriage of Goods by Sea Act to apply if the shipment is to or from the United States. If the shipment is not to or from the U.S., then the laws of the country of shipment should apply, but only if such country has enacted the Hague or Hague Visby Rules. If the country of shipment has not enacted the Hague or Hague-Visby Rules, then the law of the country of destination should apply, but only if such country has enacted the Hague or Hague Visby Rules. Otherwise U.S. COGSA to apply. This clause applies from the time the goods are received by Carrier or its agent until the delivery to the receiver or the receiver's agent and also applies to all cargo, whether carried on or below deck.

3. Jurisdiction.

Both the Carrier and the Merchant expressly agree that should any dispute arise concerning the shipment made under this Bill of Lading exclusive original jurisdiction shall lie in the United States Federal Court in Palm Beach County, Florida. However, upon receipt of Service of Process issued out of the Federal Court in Palm Beach County, the party defending any dispute may, within thirty days of said receipt of service, elect to proceed instead in arbitration in the city of Jupiter, Florida under the rules of the Society of Maritime Arbitrators. Such election shall then be binding upon both parties, and each party shall name one arbitrator, with the two arbitrators so chosen nominating an umpire.

4. The Scope of Voyage.

The intended voyage shall not be limited to the direct route but shall be deemed to include any proceeding or returning to or stopping or slowing down at or off any ports or places for any reasonable purpose connected with the service including maintenance of vessel and crew.

5. Substitution of Vessel, Transshipment and Forwarding.

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport, proceeding either directly or indirectly to such port and to carry the goods or part of them beyond their port of destination, and to transship, land and store the goods either on shore or afloat and reship and forward the same at Carrier's expense but at Merchant's risk. When the ultimate destination at which the Carrier may have engaged to deliver the goods is other than the vessel's port of discharge, the Carrier acts as Forwarding Agent only. The responsibility of the Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by the Carrier for damage or loss arising during any other part of the transport even though the freight for the whole transport has been collected by him.

6. Package Limitation Clause.

Section 4.(5) of U.S. Carriage of Goods by Sea Act-1936: Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of goods in an amount exceeding \$500 per package lawful money of the United States, or in case of goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and value of such goods have been declared by the shipper before shipment ad inserted in the Bill of Lading and additional freight has been paid as required. This declaration if embodied in the Bill of Lading, shall be prime facie evidence, but shall not be conclusive on the carrier.

7. Ligherage

Any ligherage in or off ports of loading or ports of discharge to be for the account of the Merchant.

8. Loading, Discharging and Delivery

of the cargo shall be arranged by the Carrier's agent unless otherwise agreed. Landing, storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his Assign shall tender the goods when the vessel is ready to load and as fast as the vessel can receive and – but only if required by the Carrier – also outside of ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid. The Merchant or his Assign shall take delivery of the goods as fast as the vessel can deliver and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. If the goods are not applied for within a reasonable time, the Carrier may sell same privately or by auction. The Merchant shall accept its reasonable proportion of unidentified loose cargo.

9. Options.

The port of discharge of optional cargo must be declared to the vessel's Agents at the first of the optional ports not later

than 48 hours before the vessel's arrival there. In the absence of such declaration the Carrier may elect to discharge at the first or any other optional ports and the contract of carriage shall then be considered as having been fulfilled. Any option can be exercised for the total quantity under this Bill of Lading only.

10. Freight and Charges

- Prepayable freight, whether actually paid or not, shall be considered as fully earned upon loading and non-returnable in any event. The Carrier's claim for any charges under this contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at 7 per cent., shall run from the date when freight and charges are due.
- The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the afore-mentioned reasons.
- Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel; shall be paid by the Merchant.
- The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may incur through non-observance of Custom House and/or import or export regulations.

11. Lien.

The Carrier shall have a lien for any amount due under this contract and any costs of recovering same and shall be entitled to sell the goods privately or by auction to cover any claims.

12. Delay.

The Carrier shall not be responsible for any loss sustained by the Merchant through delay of the goods unless caused by the Carrier's personal gross negligence.

13. General Average and Salvage.

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974 as periodically amended, except Rule XXII thereof. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses of a General Average nature that may be made or incurred, and shall pay salvage and special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.

14. Both-to-Blame Collision Clause. (This clause to remain in effect even if unenforceable in the Courts of the United States of America.) If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Masters, Mariner Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

15. Government directions, War, Epidemics, Ice, Strike, etc.

- The Master and the Carrier shall have liberty to comply with any order or directions or recommendations in connection with he transport under this contract given by any Government or Authority, or anybody acting or purporting to act on behalf of such Government or Authority, or having under the terms of the insurance on the vessel the right to give such orders or directions or recommendations.
- Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from war, warlike operations, blockade, riots, civil commotions or piracy, or any person onboard to the risk of loss of life or freedom, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port.
- Should it appear that epidemics, quarantine, ice – labor troubles, labor obstructions, strikes, lock-outs, any of which onboard or on shore – difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again, all of which safely and without delay, the master may discharge the cargo at port of loading or any other safe and convenient port.

- The discharge under the provisions of this clause of any cargo for which a Bill of Lading has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition to the freight, together with return freight if any and a reasonable compensation for any extra services rendered to the goods.
- If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the Bill of Lading is issued. The Merchant shall be informed if possible.

16. Identity of Carrier.

The Contract evidenced by this Bill of lading is between the Merchant and the Owner of the vessel named herein (or substitute) and it is therefore agreed that said Ship owner only shall be liable for any damage or loss due to any breach or non-performance of any obligation arising out of the contract of carriage, whether or not relating to the vessel's seaworthiness. If, despite the foregoing, it is adjudged that any other is the Carrier and/or bailee of the goods shipped hereunder, all limitation of and exonerations from, liability provided for by law or by this Bill of Lading shall be available to such other.

It is further understood and agreed that as the Agent who has executed this Bill of Lading for and on behalf of the Master is not a principal in the transaction, said Agent shall not be under any liability either arising out of the contract of carriage, or as Carrier or bailee of the goods.

17. Optional Stowage. Utilization.

- Goods may be stowed by the Carrier as received, or, at Carrier's option, by means of containers, or similar articles of transport used to consolidate goods.
- Containers, trailers and transportable tanks, whether stowed by the Carrier or received by him in a stowed condition from the Merchant, may be carried on or under deck without notice to the Merchant.

18. Dead Freight

If the total quantity of cargo booked for the voyage which is the subject of this Bill of Lading is not tendered for loading at the load port(s), indicated on the reverse side hereof, the Merchant shall nonetheless be liable to pay freight for such non-tendered cargo, at the rate agreed in the booking note, and the Carrier shall have a lien on the loaded portion of the shipment for such deadfreight.

19. Himalaya Clauses: Sub-contractors and Other Servants.

- The Carrier is entitled to subcontract the whole or any part of its duties under this contract.
- The Merchant undertakes that no claim or allegation shall be made against any person, other than the Carrier (no matter by whom the Carriage or any part of the Carriage was performed or undertaken), which claim imposes or attempts to impose upon any such person or upon any vessel owned by such person, any liability whatsoever in connection with the Goods or the Carriage of Goods, whether or not arising out of negligence on the part of such person. If any such claim or allegation should nevertheless be made by the Merchant or its assigns, the Merchant agrees to indemnify the Carrier against all consequences thereof.
- Without prejudice to the foregoing every such person by whom the whole or any part of this contract is performed or undertaken including but not limited to underlying Carriers, stevedores, terminal operators, sub-contractors and independent contractors, shall have the benefit of every exemption, limitation, condition and indemnity herein contained and of every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier as if such provisions were expressed for the benefit of such persons and, in entering into this contract, the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as an agent and trustee for such persons.
- The Merchant further undertakes that no claim or allegation in respect of the Goods which imposes or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods whether or not arising out of negligence on the part of the Carrier shall be made against the Carrier by any person other than in accordance with the terms and conditions of this Bill of Lading, and if any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier against all consequences thereof.