HANSSY BILL OF LADING Terms and Condition

1.Definition.

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading including where applicable, any deviations and liberties provided for in this Bill of Lading.

"Carrier" means the party named as such on the face of this Bill of Lading.
"Case" includes any case, cradle, box or any similar article used to consolidate goods as cargo unit and any equipment thereof or connected thereto.
"Merchant" includes the shipper, the receiver, the consignor, the consigner, belief to the Goods and any person entitled to possession of the Goods.

possession of the Goods.

"Container" includes any container, trailer, transportable tank, flat or any similar article used to consolidate goods and any equipment thereof or connected thereto.

"Goods" means the whole or any part of the cargo received from the shipper and includes any equipment or Container or Case not supplied by or on behalf of the

Includes any equipment or Container or Case not supplied by or on behalf of use Carrier.

Servants' or "Agents' includes the Master, officers and crew of the Vessel owners, Servants' or properties of the Vessel (other than the Carrier); underlying carriers, sub-contractors, stevedores, terminal and groupage operators, road and rail transport operators and any independent contractors, employed by or on behalf of the Carrier in the performance of the Carriage.

Vessel' means the vessel named on the face of this Bill of Lading and includes or refers to, as the context requires, the vessel on which the Goods are shipped, any substitute vessel, any feeder vessel, ferry, barge, lighter or any other watercraft used in the performance of the Carriage.

Joint and Several Liability.

All persons coming within the definition of "Merchant" shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations undertaken by the Merchant on this Bill of Lading and/or required by law.

2. Warranty

Merchant or unsuled the second of the terms and conditions hereof, it is or The Merchant warrants that in agreeing to the terms and conditions hereof, it is or has the authority of the person owning or entitled to the possession of the Goods and this Bill of Lading.

and this Bill or Laoung.

3. Notification

(a) 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 nor relieve the Merchant of any obligation

Shall not involve the Carrier in any liability nor relieve the Merchant of any obligation interested in the control of the con

when taken into the custody of customs or other authorities.

4. Liability for Carriage
(a) The International Convention for the Unification of Certain Rules of Lav (a) The International Convention for the Unification or Letterin Knuts of Law resump to Bills of Lading signed at Brussels on 25 August 1924 (The Hague Rules)" as enacted in the country of shipment shall apply to this contract. When the Hague Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

enacted in the country of shipment shall apply to this contract. When the Hagues enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague Rules in either the country of shipment or in the country of destination, the terms of said Convention shall apply. Trades where Hague-Visby Rules' Apply.

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In trades where the International Brussels Convention 1924 as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules') Applied this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules' Applied this Contract. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this contract.

The Carrier shall in no Case for esponsible for loss of or damage to Goods, The Carrier shall in no Case for esponsible for loss of or damage to Goods, the Hague-Visby Rules apply, whether mandatorily or by this contract. The Larrier shall in no Case for the Standard Standar

damage arises.

7. Substitution of Vessel and Transshipment
(a) Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to:
(i) carry the Goods or part thereof to the port of discharge by the Wassel or by other means of transport, proceeding either directly or indirectly to such port at any speed and with liberty to stay at any place or port whatsoever, once or more often and in any order; and/or

any order; and/or (il) transship, lighter, land and store the Goods either on shore or afloat and reshil and forward the same to the port of discharge at Carrier's expense but at Merchant'

and forward the same to the port of discharge at Carrier's expense but at Merchant's risk.

(b) Anything done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the contractual Carriage.

(c) The Carrier shall have liberty to sall without pilots, to proceed via any route, to proceed to, return to and stay at any port or ports whatsoever (including the loading port) in any order, in or out of the route or in a contrary direction to or beyond the port of destination once or more often for bunkering or loading or discharging cargo or embarking or disembarking passengers whether in connection with the present, a prior or subsequent invagage or any other purposes whatsoever, and before giving delivery of the Goods at a port of discharge and with the like liberties as aforesal to leave and then return to and discharge the Goods at such port, so now or to be towed, to make trial trips with or without notice, to adjust compasses, or to repair or discharge and with the work of the contractual carriage.

8. Lighterage

All lightering in or off ports of discharge to be for the risk and account of the Merchant.

Shall form part or ine Connegutation are region.

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9. Loading and Discharge
(a) Loading and discharging of the Goods shall be arranged by the Carrier's agent unless otherwise agreed or noted herein.
(b) The Merchant shall, at his risk and expense, handle and/or store the Goods
(c) Loading and discharging may commence without prior notice.
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(c) Loading and discharging may commence without prior notice.
(c) The Merchant or his agent shall tender the Goods when the Vessel is ready to load and as fast as the Vessel can receive, including, if required by the Garrier, outside ordinary working hours notivitistanding any vustom of the port if the Merchant or his agent falls to tender the Goods when the Vessel is ready to load or all store of the Merchant or his agent falls to tender the Goods when the Vessel is ready to load or all store of the Merchant or his agent falls to tender the Goods. When the Vessel is ready to load or any obligation to load such Goods, the Vessel shall be entitled to leave the port without further notice and the Merchant shall be liable to the Carrier federation at the rate shown on the face of this Bill of Lading per day pro rata, payable day by day for the period of any delay.

(e) The Merchant shall be responsible for providing all special equipment for loading and discharging, including spreader bars, lifting frames, slings and saddles.

(f) The securing of the Goods to be accomplished to Master's satisfaction. The time and expense of additional securing required by the Merchant shall secule for this reasonable proportion of unidentified lose cargo.

(h) Should the Vessel not be able to berith for any reason including congestion 7; Jours after arrival at or off the port, the Carrier has the option to sall the Vessel and carcel this contract. If the terms are free hor Merchants supples each his carrier shall be at liberty to

we carrier deems to be reasonable, the Carrier may sell the same or by auction.

and Stowage and Deck Cargo loods may be packed by the Carrier in Containers and consolidated with ds in Containers.

whether or not packed in Containers, may be carried or out notice to the Merchant.

deck without notice to the Merchant. (C)Goods on deck are shipped at Merchant's risk and expense without any liability to the Carrier for any loss and/or damage howseever caused and the original Bill of Lading is claused accordingly. (d)In the event that the Bill of Lading has been issued in the United States of America (*U.S.*) and this Bill of Lading covers a shipment from or to the U.S. or, if this Bill of Lading is otherwise subject to the Carriage of Goods by Sea Act of the U.S. 1936 (*U.S. COGSA*), U.S. COGSA shall apply to such deck carriage. (e)All such Goods whether carried on deck or underdeck, shall participate in general

average. 11.Freight, Deadfreight, Charges,Costs,Expenses, Duties, Taxes and Fines (a)Freight whather paid or not, shall be considered as fully earned and due upor

11.Freight, Deadfreight, Charges Costs, Expenses, Duttes, Taxes and Fines (a)Freight, whether paid or not, shall be considered as fully earned and due upon loading and non-returnable in any event. Unless otherwise specified, freight and/or charges under this control of the payable by the Merchant to the Carrier on start the date when freight and charges are payable. (b) The Merchant shall run from 14 days after the date when freight and charges are payable. (b) The Merchant shall be liable for all costs and expenses of furnigation, gathering and sorting loose cargo and weighing on board repairing damage to and replacing of packing due to excepted causes, and any extra handling of cargo for any of the aforementioned reasons. The Merchant shall be specifically liable for all costs, expenses, losses and liabilities incurred due to non-approved or contaminated or infested dunnage supplied by Merchant including all costs of transporting the cargo to another port if required. (c) The Merchant shall be liable for any dues, duties, taxes and charges that under any denomination may be levied, inter alia, on the basis of freight, weight or measurement of cargo or tonnage or classification of the Vessel including all Suez or Panama canal charges.

(d) The Merchant shall comply with all regulations and requirements of sections.

any denomination may be levied, infer alia, on the basis of freight, weight or measurement of cargo or tonage or classification of the Vessel including all Suez or Panama canal charges.

(d)The Merchant shall comply with all regulations and requirements of customs, ports and/or other authorities and shall bear and pay all duties, taxes, fines, ports and/or other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including without prejudice to the generality of the foregoing, freight for any additional carriage undertaken) incurred or suffered by reason of any fallure to comply, or by reason or any illegal or incorrect or insufficient marking, number or addressing of the Goods or the discovery of any drugs narcotics, stowaways or other illegal substances within the Containers or Cases packed by the Merchant or inside Goods supplied by the Merchant, or stamp duty (e)Payments, including partial payments made pursuant this contract are non-returnable and will be credited to the amount due. Acceptance of a partial payment under no circumstances walves the full amount due and owing. (f)The Carrier is entitled in case of incorrect declaration of content, weights, measurements or value of the Goods to claim double the amount of regight that would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the Goods inspected and its contents, weight, measurements or value verified.

(g)Any additional insurance premium charged by Vessel's underwriters for breaching trading limitations (NLI) or war risk exclusions to be for Merchant's account. Any extra insurance procured (including war risks)or cost incurred to protect Vessel, crew and cargo against risk of piracy, rebes or terrofs is able be all the protect of the Goods on toaded and such damages shall be quantified on the basis of the applicable freight rate, less stewdoring and port cost

be due.

12.Lien

The Carrier shall have a lien on all Goods and any documents relating thereto fo

arrived at the port of loading but the Goods are dinavalilable for whatever reason the Carrier say at the Carrier's election, leave after 48 hours and full deadfreight shall be due.

12.Lien

The Carrier shall have a lien on all Goods and any documents relating thereto for any amount due (including freight, detention, demurrage, and other cost or expenses) under this contract and other contracts between the Merchant and the Carrier and for general average contributions and costs of recovering the same (including attorneys fees) and shall be entitled to sell the Goods privately, or by auction to satisfy any claims or liens at the specified discharge port or other port.

13.Delay

The Carrieridoes not undertake that the Goods shall arrive at the port of discharge the Carrieridoes of undertake that the Goods shall arrive at the port of discharge the Carrieridoes are caused by the Carrier's personal gross negligence.

14.General Average and Salvage

(a) In the event of acident danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever due to the negligence or not, for which, or for the consequences of which, the Carrier is not responsible, by statue, contract or otherwise, the Merchant shall contribute with the Carrier in general average or but permanent of the payment of any sacrifices, losses or expenses of a general average anture that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods, All expenses in connection with a general average or salvage ext to avoid damage to the environment shall always be considered general average expenses.

(b) General average shall be adjusted ace and in any currency set the cyclic on with a general average contribution of the Carrier's light of the New Jason classes as approach by Billoot is to be considered incorporated herein. The Merchant shall gold such a shall be calculated at the rate prevailing on the date of payment for disbursements and on the date of completion of the Goo

(d) Nothing contained in this Clause shall deprive the Carrier of any of his rights provided for elsewhere.
17. Iron and Steel; Heavy Lifts and Awkward Cargo
(a) The Merchant shall ensure that every piece of iron and steel is distinctly and permanently marked with oil paint and every bundle is securely fastened and distinctly and permanently marked with oil paint and every bundle is securely fastened and distinctly and permanently marked with oil paint and metal tagged, so that each piece or bundle can be distinguished at port of discharge. If the Merchant falls to meet these requirements, the Carrier shall neither be responsible for correct delivery nor liable for expenses arising therefrom.
(b) Any one piece or package of cargo welphing 2000 kilograms or more and any awkward cargo with a length of 9 meters must be clearly and boldly marked with the weight and/or dimensions and/or length by the Merchant and shall be loaded and discharged by shore cranes or otherwise at the Carrier's option and at the risk and discharged by shore cranes or otherwise at the Carrier's option and at the risk and discharged by shore cranes or otherwise at the Carrier's option and at the risk and expense of the Merchant. If any damage, loss or liability to the Vessel, lightler, wharf, quay, cranes, holsting tackle or whatsoever or to whomsoever occurs owing to the lack of statement or mis-statement of weight, measurement or length, the Merchant shall be responsible for such damage, loss or liability.
(a) The Merchant shall provide cargo that is properly packed and internally secured for coent ransportation and that all extenses of gravity are marked proper skirks are

nipper-Packed Container and/or Cases

e Merchant shall provide cargo that is properly packed and internal

an transportation and that all centers of gravity are marked, prope

attached.

(b)The Merchant shall provide the Carrier with cargo that is fully stackable, accurately marked and fitted with suitable lifting lugs, cradles or lashing points. (c) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense caused by any of the matters referred to in sub-clauses 18(a) and 18(b) above.

above.

19. Inspection of Goods
The Carrier or any Servant or Agent or any person authorized by the Carrier shall be entitled, but under no obligation to open any Container, Case or package at any time

and to inspect the Goods. If, by order of the authorities at any place, a Container or Case or package has to be opened for the Goods to be inspected, the Carrier will not be liable for any loss or damage incurred as a result of such opening, unpacking to be a support of the costs of such opening, unpacking, inspection and repacking from the Merchant.

20. Carriage Affected by Condition of Goods If it appears at any time that, due to their condition, the Goods cannot be safely or properly carried further or carried further without incurring additional expenses or asking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant as agent or in his own name take any measure(s) and/or incur any additional expenses to and/or sell or dispose of the Goods and/or abandon the Carriage and/or store them ashore or affoat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion, considers most appropriate, which abandonment, storage, sale or disposal shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expenses so incurred.

21. Government Directions, War, Epidemics, Ice, Strikes, Piracv.etc

21. Government Directions, War, Epidemics, I.ee, Strikes, Piracy, etc.

(a) The Master and the Carrier shall have ilberty to comply with any order of directions or recommendations in connection with the carriage 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. If by reason of and in compliance with any such order or directions and eleventy in accordance with such orders or directions or recommendation, anything is done or not done, the same shall not be deemed a deviation, and elivery in accordance with such orders or directions shall be a fulfillment of the Carriage and freight shall be payable accordingly.

(b) Should it appear that the performance of the Carriage would expose the Vessel or any cargo onboard to risk of seizure, damage or delay, in consequence of war, warlike operations, blockade, nots, civil commentors or piracy or any other cause beyond the control of the Carrier, or any person onboard to risk of loss of life or at the port of loading or also, where safe and convenient port.

(c) The Master finaly in his absolute discretion decide to proceed in a conwoy or a joint sallingwith offier vessels or to ebose an alternative, non-direct route to protect the crew. Vessel and cargo. Any time including waiting time thereby lost shall be for the account of the Merchant calculated at the applicable detention and demurrage.

(c) Should it appear that epidemics, quarantine, i.e., labour troubles, labour or substructions, strikes, lockous (whether orboard or on shore): difficulties in loading or discharging would prevent the Vessel from leaking the port of loading or reaching rentering the port of loading or reaching the port of loading or reaching the port of loading or reaching the port of loading or the port of loading or reaching the loading or electing the port of loading or reaching the force

inay discharge the Goods at the port or rouning or only the Goods shall be deemed on the discharge, under the provisions of this Clause, of the Goods shall be deemed due fulfillment of the contract of carriage.

(c) 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.

together with return freight. If any, and a reasonable compensation for any extra services rendered to the Gods.

2. Defences and Limits of Liability for the Carrier, Servants and Agents.

(a) It is hereby expressly agreed that no Servant or Agent of the Carrier shall in any circumstances whatsoever be under any liability whatsoever to the Merchant under his contract of carriage for any loss, damage or delay of whatsoever had arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment.

(b) Without prejudice to the generality of the foregoing provisions in this Clause, every exemption from liability, limitation, condition, and liverly herein contained and every right, defence and immunity of whatsoever nature applicable to the Carrier or which the Carrier is entitled, shall also be available and shall extend to protect every such Servant and Agent acting as aforesaid.

(c) The Merchant undertakes that no claim shall be made against any Servant or Agent and, if any claim should nevertheless be made, to indemnify the Carrier shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who might be his servants or agents from time to time and all such a DDITTOMA. CLAUSES

A. Demurage

The Carrier special progression and the carriers of the Carriers.

ADDITIONAL CLAUSES

A. Demurrage

The Carrier shall be paid demurrage at the rate shown on the face of this Bill of Lading, if the Vessel is not loaded or discharged with the dispatch set out in this Bill of Lading and de delayed in waiting for borth at or off port, including any delays due to swell or atte and/or where this contract otherwise provides that demurrage shall be payable. Each Merchant shall be liable towards the Carrier for a proportionate part of the foldanged at discharged at the inclusions as the contract of the foldanged of the description of the carrier of the contract of the foldanged of the fol

discharge and throughout the entire time the Goods is in the Carrier's custody and in which event freight shall be payable on the Goods coming into the Carrier's custody.

(b) If U.S. COGSA applies, and unless the nature and value of the Goods has been declared by the shipper before the Goods has been handed over to the Carrier, the value of the Goods has been inserted on the face of this Bill of Lading in the box provided, and the extra charge for Ad Valorem is paid by Merchant, the Carrier shall in no event be or become liable for any loss or damage to the Goods in a mount exceeding USDSOD per package or customary freight unit.

(c) During any pre-loading or post-discharge contractual extension of U.S. COGSA, the No. OF PKGS. and KIND OF PACKAGES, DESCRIPTION OF THE CARGO conclusively establishes the package or customary freight unit.

(a) If any reference or particulars of any letter of credit, import license, sales contract, invoice, or any contract to which the Carrier is not a party are shown on this Bill of Lading, such particulars are included at the sole risk of Merchant and for Merchant's convenience. Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and no way increases Carrier's liability.

(b) The shipper warrants to the Carrier hat the particulars relating to the Goods as set out on the face of the Bill of Lading have been checked by the shipper on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the shipper are adequate and correct. The shipper also warrants that the Goods are lawful Goods and contain no contraband. The Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies or inadequacies of such particulars.

D. Carrier's Tariff

The Merchant shall indemnify the Carrier's tariff, where applicable, are incorporated from the Carrier's tariff, this Bill of Lading and Carrier's tariff where applicable, are incorporated from t

Carrier upon request. In the case of inconsistency between this Bill of Lading and Carrier upon request. In the case of inconsistency between this Bill of Lading and Carrier bear of the Carrier and the Carrier and the Carrier is held lable by any State Authority or any other third party because of a violation of the ISPS Code by the Merchant, the Merchant will indemnify and hold the Carrier is held lable by any State Authority or any other third party because of a violation of the ISPS Code by the Merchant, the Merchant will indemnify and hold the Carrier harmless from any damages and/or consequences resulting therefrom. (b) The Merchant undertakes to pay the Carrier any costs or expenses whatsoever arising out of or related to security regulations or measures required by the port acility or any relevant authority in accordance with the ISPS Code in relation to the Merchant's Goods.

(c) The Carrier is entitled to deviate the Vessel to a different port and to unload the Goods there if the authorities in the port of discharge have increased its level of security according to the ISPS Code after the Goods has been loaded.

(d)The Merchant undertakes to compensate any costs and expenses and loss and damage suffered by the Carrier because of a delay of the Vessel resulting from a violation of the ISPS Code.

(a) If the Vessel calls at any country that requires security filing including but not limited to the United States, Brazill and the European Union member states, including any of their territories, regardless of whether this country is a port of loading or discharge for the Goods, the following provisions shall apply with respect to any applicable regulations or measures:

The Merchant shall provide the Carrier with all information needed for security was made by the Carrier after loading, no later than 48 hours (or such longer period as the Carrier deems reasonable) prior to the Vessel's loading or if the decision to call the country requiring security was made by the Carrier's need to carrier and the carrier

G. Miscellaneous
(a) In the event that anything in this Bill of Lading is inconsistent with any mandatorily applicable international convention or national law which cannot be departed from by private contract, the provisions hereof shall to the extent of such inconsistency but not further be null and void.
(b)Unless otherwise specifically agreed in writing between the Merchant and the Carrier, the terms and conditions of this Bill of Lading supersede any prior agreements between the Merchant and the Carrier.
(c) No servant of agent of the Carrier shall have power to waive or vary any of the terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorised or ratified in writing by the Carrier.