StreamLines N.V.

Received in apparent good order and condition unless otherwise indicated herein from the shipper named in this Bill of Lading, for carriage, inter alia as the case may be on board the ocean vessel named herein or substitute, the goods or packages of merchandise stated to be marked, numbered and described on the reverse side hereof (weight, measure, brand, contents, quantity, quality and value unknown) to be conveyed via any port or ports and as otherwise provided herein and delivered to the Consignee named herein, at the port of discharge named on the reverse side hereof (or as near thereto as she may safely get). In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions whether printed, stamped or written, or otherwise corporated either on the front or on the back.

1. DEFINITIONS

"Carrier" : Carrier is StreamLines N.V., registered at Kaya Flamboyan 11, Willemstad, Curaçao, Netherlands Antilles

"Merchant" : Includes the Shipper, Holder, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading, any Person having a present or future interest in the Goods and anyone acting on behalf of any such Person.

"Goods" : Includes the cargo supplied by the Merchant and includes any Container whether or not supplied by or on behalf of the Carrier.

"Container" : Includes any Container, trailer, transportable tank, lift van, pallet, flat or any similar article of transport used to consolidate Goods.

"Reefer Container" : Means a container, which is refrigerated or temperature controlled.

"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 when the shipment is from one port to another with Pre- and/or On carriage, which is Transport to be indicated overleaf in box 4 and/or box 7. This may include storage prior to and/or subsequent to the Sea Carriage in the Port of Loading or in or near to the Port of Discharge. "Ocean Transport": Arises when the shipment is from one port to another without Pre- or Oncarriage but which transport may include storage prior and/or subsequent to the carriage in the Port of Loading or in or near the Port of Discharge.

"Precarriage and Oncarriage" : Shall include any carriage by land, water or air which participates in the intermodal transportation of Goods moving under this Bill of Lading from the Place of Receipt to the Port of Loading in the case of Precarriage and from the Port of Discharge to the Place of Final Delivery in the case of Oncarriage.

"Subcontractor" : Includes owners and operators of the vessels (other than the Carrier), managers, agents, stevedores, terminal and groupage operators, road and rail transport operators and any independent contractor employed by the Carrier in the performance of the Carriage.

2. APPLICABLE LAW

(1) All actions under this contract of carriage against the Carrier shall exclusively be brought before the competent Court at Rotterdam.

(2) In as far as anything has not been dealt with by the terms and conditions hereof, Dutch Law shall apply.

3. CARRIER'S RESPONSIBILITY

(1) General provisions

(a) Clause Paramount

Subject to article 12 and to par (3) of this article below, this Bill of Lading in sofar as it relates to Sea Carriage shall have effect subject to 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 and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA if 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 carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the Vessel the Carrier's responsibility shall instead be determined by the provisions of article 4 hereof, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

Where the Hamburg Rules apply, same shall be deemed incorporated herein, but only to the extent that the said Rules apply compulsorily.

(b) Period of Responsibility

If the place of receipt or Precarriage (box 4 and/or 5) is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, if such loss or damage arises prior to loading onto the Vessel, which will mean when the tackle of the Ship is connected with the Goods for loading, or, in case of shore cranes being used, when the Goods cross the Ships rail, unless the Bill of Lading reads FIS, "Free in stowed", in which case the Carrier will not be liable prior to disconnection of the tackle and loading, stowing and/or trimming of the Goods in the Vessels holds, as the case may be. If the Free Storage Period and/or Place of Storage after Sea Carriage and/or Delivery (box 8, 9 and/or 10) is not named on the face hereof, the Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever occurring, when such loss or damage arises subsequent to discharge from the Vessel, which will mean when the tackle is disconnected in the process of discharging or, in case shore cranes are being used, when the Goods cross the Ship's rail, unless the Bill of Lading reads FIOS or LIFO "Free in and out stowed", resp. "Liner in free out", in which case the Carrier's liability will end with the opening of the Vessels hatches in the Port of Discharge but in any case with the commencement of the discharge.

(c) Limitation of liability

The Carrier shall be entitled to (and nothing herein shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations of and exclusions from liability and all rights conferred or authorized by any applicable law, statute or regulation of any country and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the Vessel(s) on which the Goods are carried.

(d) Delay/consequential damage

The Carrier shall neither be liable for any loss sustained by the Merchant through delay of the Goods, unless, but then only to such extent that the contract of carriage is compulsorily subject to the Hamburg Rules, nor shall the Carrier be liable for any indirect or consequential damage, howsoever and whenever caused.

(2) Special Provisions: Ocean Transport

(a) Ocean Transport without storage prior and subsequent to the carriage.

In case of Ocean Transport as per article 1 (h), not including storage prior, nor subsequent to the carriage in the Port of Loading or Discharge as per par (1) of this article, the liability of the Carrier for loss of or damage to the Goods shall not commence before loading and shall cease after discharging, all as described in par (1) sub (b) of this article. Goods in the custody of the Carrier before loading and after discharge whether being forwarded to or from the Ship or whether awaiting shipment, landed, or stored, or put into trucks, railway waggons and/or any other means of conveyance or craft belonging to the Carrier or not, or pending transshipment, are in such custody at the sole risk of the Merchant, and the Carrier, as Carrier or in any other capacity whatsoever, shall not be liable for loss or damage arising or resulting from any cause whatsoever, such leaving unaffected all the Carrier's remedies and defences. In case of Ocean Transport, compulsorily subject to the Hamburg Rules, the period of responsibility shall be limited to the time that the Carrier is in charge of the Goods.

(b) Ocean Transport with storage prior to the Sea Carriage.

In case of Ocean Transport, including storage prior to the carriage in the Port of Loading as indicated in box 4 overleaf, the liability of the Carrier for loss of or damage to the Goods shall commence at the moment that the Goods have been taken into custody for storage by the Carrier in the place designated for storage. Unless clause (c) hereof applies as well, liability shall cease as described above in clause (a) hereof.

(c) Ocean Transport with storage subsequent to the Sea Carriage.

In case of Ocean Transport, including storage subsequent to the carriage in or near to the Port of Discharge as indicated in box 9 overleaf, the liability of the Carrier for loss of or damage to the Goods shall commence as per clauses (a) or (b) above, as the case may be, and continue after discharge from the Vessel for a maximum period of the Free Storage Period, during which period the Carrier will arrange for proper storage of the Goods. In case the Merchant does not take delivery of the Goods prior to the termination of the Free Storage Period, the Goods will be deemed to have been placed at the disposal of the Merchant and delivered on the moment and in the manner as described in article 9 (2) hereof, and the Carrier will be relieved from all liability.

(3) Special Provisions: Combined Transport.

(a) General

In case of Combined Transport, as per article 1 (i), the Carrier undertakes to perform and/or in his ownname to procure performance of the Carriage from the place of receipt (or of Precarriage) or the Port of Loading, to the Port of Discharge or the place of delivery, and, save as is otherwise provided herein the Carrier shall be liable for loss or damage occurring during the carriage to the extent set out below.

(I) If the stage of the carriage where loss or damage occurred is not known:

(A) Exclusions

The Carrier shall in any case be relieved from liability for any loss or damage if such loss or damage has resulted from:

(i) an act or omission of the Merchant,
(ii) insufficiency of or defective condition of packing or marking,
(iii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant,
(iv) compliance with instructions of the person entitled to give them
(v) inherent vice of the Goods,
(vi) strike, lock-out, stoppage or restraint of labour,
(vii) a nuclear incident,
(viii) any cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

(B) Burden of proof

The Burden of proof that loss or damage was due to one or more of the causes or events specified in this clause (3) (a) (I) (A) shall rest upon the Carrier, save when the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, specified in this clause (3) (a) (I) (A) (ii), (iii), (iv) or (v). The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

(II) If the stage of the carriage where the loss or damage occurred is known:

Notwithstanding anything provided for in this clause (3) (I) and subject to article 12, if it is known during which stage of the carriage or storage the loss or damage has occurred, the liability of the Carrier in respect of such loss or damage shall be determined:

(A) by any international convention or national law the provisions of which

(i) cannot be departed from by private contract to the detriment of the Merchant; and
(ii) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage or storage where the loss or damage has occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable; or

(B) by the Hague (Visby) Rules (or COGSA in U.S.A. or COGWA in Canada, if applicable) in case no international convention or national law is applicable, if the loss or damage is known to have occurred at sea or on inland waterways; or

(C) by the provisions of clause (3) (I) if the provisions of clause (3) (II) (A) and (B) above do not apply.

For the purpose of this clause (3) (II), references in the Hague (Visby) Rules (or COGSA or COGWA) or Hamburg Rules shall be construed accordingly.

(b) Combined Transport with storage subsequent to the Sea Carriage

When, in the course of Combined Transport, the Goods are to be stored subsequent to the Sea Carriage in the Port of Discharge as indicated overleaf in box 9, such storage will be for a maximum period of the Free Storage Period as indicated overleaf in box 8. The Merchant is to instruct the Carrier or his Agent ultimately 5 working days before termination of that period whether the Goods are to be oncarried to destination as described overleaf, failing which the Goods will be deemed to have been placed at the disposal of the Merchant on the moment and in the manner as described in article 9 (2) hereof, and the Carrier will be relieved from all liability. The Carrier will thereinafter act as forwarding Agent only. No claim will be acknowledged by the Carrier for damage or loss arising during any further storage and/or any subsequent part of the transport even though the freight for the whole transport has been collected by him. Freight received, as far as relating to further storage and/or carriage, will be considered to be forwarding commission and expenses.

4. U.S.A. CLAUSE

(1) If the Bill of Lading covers the transportation of Goods to or from ports in the United States of America, this Bill of Lading shall be subject to United States Carriage of Goods by Sea Act, 1936, which shall be incorporated herein, and the provisions of said act shall govern before loading and after discharge and throughout the entire time the Goods are in the custody of the Carrier.

(2) If anything herein contained be invalid or unenforceable under the provisions of said Act, such circumstances shall not affect the validity or enforceability of any other part or term hereof.

(3) The Carrier shall not be liable in any capacity whatsoever for loss, damage or delay of or to Goods while the Goods are not in his actual custody.

5 THE SCOPE OF VOYAGE

This contract is for Port to Port Carriage or Combined Transport as the case may be, and the voyage herein undertaken shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usualor ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The vessel may call at any port for the purpose of the current voyage or of a prior or subsequent voyage.

The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, may either with or without the Goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock, go on ways or to repair yards, shift berths, undergo degassing, wiping or similar measures, take fuel or stores, land stowaways, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the afore-going are included in the contract voyage.

6. SUBSTITUTE OF VESSEL, TRANSSHIPMENT

Whether expressly arranged beforehand or otherwise, the Carrier shall be at liberty to carry out the transport wholly or partly 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.

7. LOADING, DISCHARGING AND DELIVERY

(1) Loading, discharging and delivery of the cargo shall be arranged by the Carrier or his agent. Landing, storing and taking delivery will be for the Merchant's account. Any lighterage in or off the ports of loading or discharge shall be for the Merchant's account and risk. Goods of any descriptions whether containerized or not may be stowed on or under deck without notice to the Merchant. Loading and discharging may commence without previous notice. The Carrier is not obliged to give notice of arrival.

(2) The Merchant 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 working hours notwithstanding any custom of port. If Goods contracted for shipment are not tendered when the vessel is ready to load, the Carrier is relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid by the Merchant.

(3) The Merchant or his assign must be ready to take delivery of the Goods and continue to receive the Goods as tendered by day and night, Sundays and holidays, notwithstanding the custom of the port. Otherwise the Carrier shall be at liberty to discharge the Goods and any discharge to be deemed true fulfilment of the contract.

(4) The Merchant authorizes the Carrier to deliver the Goods to the representative of the Consignee or to any other person whom the Carrier reasonably believes to be authorized to take delivery on behalf of the Consignee. Such delivery shall constitute due fulfilment of the Carrier's obligations as to delivery of the Goods.

(5) The Merchant shall bear all overtime charges in connection with the tendering and taking delivery of the Goods as above.

(6) If the Goods are not applied for within a reasonable time, the Carrier shall be entitled to proceed to sell and dispose of the Goods privately or by auction.

(7) Without any further right to indemnification the Merchant shall at all times accept subsequent deliveries of Goods covered by this Bill of Lading and which may originally have been found missing. The Carrier shall have the option of replacing any lost or damaged Goods. The Merchant shall accept his reasonable proportion of unidentified lost cargo.

(8) The cargo for this Bill of Lading has been accepted on the understanding that immediate clearance and direct delivery will be effected at the port of discharge or at the Place of Delivery as the case may be. Failure to comply may result in payment of additional charges for double handling and storage.
In case of combined transport by rail or road to the final destination, delivery shall be deemed to have been fulfilled if and when the road or rail vehicle, as the case may be, has arrived at the final destination and has been duly tendered to the Merchant.

(9) In case of cargo carried Port to Port in Containers supplied by the Carrier, failure by the Merchant to take receipt of the cargo within 14 days from the date of discharge shall entitle the Carrier to strip and take back the Container and store the cargo. Stripping costs incurred by the Carrier are for account of the Merchant. The same applies to cargo carried in Containers supplied by the Carrier in case of Combined Transport, in which case the Merchant must confirm within 14 days from the date of discharge that he shall strip the Container and receive the Goods immediately upon arrival of same at the place of final destination.

(10) However, without prejudice to the above, the Merchant shall at all times be obliged to return:

(a). Containers supplied by the Carrier within 5 calendar days from the date of making these available to the Merchant for stuffing, loading, delivery, stripping or otherwise and the Carrier shall be entitled to claim demurrage for non return of the Containers supplied by him within the afore mentioned period at a rate of US$ 25,00 per day per 20' Container, respectively US$ 30,00 per day per 40' Container.

(b). Reefer Containers supplied by the Carrier within 1 calendar day from the date of making these available to the Merchant for stuffing, loading, delivery, stripping or otherwise and the Carrier shall be entitled to claim demurrage for non return of the Reefer Containers supplied by him within the afore-mentioned period at a rate of US$ 85,00 per day per Reefer container.

(11) (a). Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant, normal wear and tear accepted, with interiors clean and within the time prescribed in the Carrier's booking.

(b). The Merchant shall be liable for any loss of, damage to, or delay, including demurrage, of such articles, incurred during the period between handing over to the Merchant and return to the Carrier.

8. EXCEPTIONS

The Carrier does not undertake that the Goods shall arrive at the port of discharge or Place of Delivery at any particular time or to meet any particular market or use, and the Carrier shall in no circumstance whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay, unless otherwise on the basis of mandatory law, in which case the Carrier's liability shall not exceed the amount of freight charged by him in respect of the Goods carried.
Furthermore the Carrier shall not be liable for any damage to and/or losses of Goods, which are carried on deck and claused accordingly in the Bill of Lading, as well as to live animals.

9. FREIGHT AND CHARGES

(1) Freight, whether prepayable or payable at destination (collect freight) and whether paid or not, shall be considered fully earned upon shipment and non-returnable in any event even if the Goods are lost or damaged. The Carrier's claim for any charges under this contract shall be considered definitely established in like manner as soon as the charges have been incurred. Prepayable freight shall fall due upon shipment and collect freight and charges upon discharge in the port of discharge in case of port to Port Carriage or in like manner upon arrival at the place of final destination in case of Combined Transport. In case freight and charges are not paid promptly, interest at a rate of 12% per year shall be due from the date that payment is due and payable.

(2) The shipper, receiver, consignee, holder of Bill of Lading and the owner of the Goods are jointly and severally responsible for payment of freight and charges without any deduction whatsoever and without the right to set off any claim presumed by the Merchant under this Bill of Lading or otherwise. A declaration of this Bill of Lading regarding payment of freight shall be considered as prima facie evidence only.

(3) The Merchant shall be liable for expenses of fumigation and sorting of loose cargo and expenses incurred in repairing damage to and replacing of packing.

(4) No weighing of cargo to take place on board the vessel without permission of the Master, any custom of the port notwithstanding. All expenses of weighing including detention and extra costs of discharging to be for Merchant's account.

(5) Any costs incurred with lightering in or off ports of loading or ports of discharge to be for the account of the Merchant.

(6) Any dues, duties, taxes, charges or surcharges which under any denomination may be levied on any basis such as amount of freight, weights of cargo or tonnage of the vessel shall be paid by the Merchant.

(7) The Merchant is obliged to fulfil all regulations relative to the cargo of all port customs and other authorities, and to pay and/or indemnify the Carrier for all costs and damage in consequence of the non-fulfilment of these regulations, furthermore to pay and/or indemnify the Carrier for all duties and fines imposed for whatsoever reason by one or any of the afore-mentioned authorities, relative to the cargro. If the cargo may not be imported, the Carrier, insofar as he cannot dispose of the cargo (by destruction or otherwise) is free to ship or have the cargo shipped at the expense of and at the risk of the Merchant to a port at the option of the Carrier.

(8) In case of incorrect declaration of contents, weights, measurement or value of the Goods, the Carrier is entitled to claim from the Merchant double the amount of freight, which would have been due if such declaration would have been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurements or value verified. The Carrier shall not be liable for loss or damage to the Goods if the nature or value have been willfully misstated. Incorrect statements by the Merchant shall be considered to have been willfully made, unless the contrary is proved by the Merchant.

10. LIEN

The Carrier shall have a lien on the Goods for all freight, deadfreight, demurrage, detention and all other costs and charges resulting from the Carriage, hire, detention, demurrage for Containers and stripping and storage costs, as well as for all other monies which are or become due to the Carrier by the Merchant in respect of previous Carriages for account of the Merchant. The Carrier shall be entitled to sell the Goods privately or by auction to cover any such claims.

11. CLAIMS

(1) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agent at the port of discharge in case of Port to Port Shipment, or at the place of final destination in case of Combined Transport, before or at the time of the removal of the Goods into the custody of the person entitled to delivery thereof under the Contract of Carriage, or, if the loss or damage be not apparent, within 3 days, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods in the same order and condition as described in the Bill of Lading.

(2) Any claim against the Carrier for any adjustment or refund or otherwise with respect to freight, charges and expenses must be given to the Carrier or his agent in writing by or before the date when the Goods are or should have been delivered.

(3) In any event, the Carrier shall be discharged from all liability for any loss or damage with respect to the Goods, freight and charges and any other claim, unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

12. GENERAL AVERAGE

General average shall be settled in accordance with the York-Antwerp Rules 1994 and be adjusted at Rotterdam or elsewhere at the option of the Carrier. In all and every case where the vessel is ashore, all expenditure made and damage sustained by the vessel in endeavouring to refloat her will be allowed in general average. All expenses for ice breakers to be considered as general average. The Merchant is bound to declare, if required, the value of the Goods. If the Merchant fails to furnish the Carrier with the required particulars, these shall be fixed at the Merchant's expense by a surveyor appointed by the average adjustor.

Such deposit as the Carrier or his agent, without prejudice, may deem sufficient to cover the estimated contribution of the Goods and any special charges thereof, shall, if required, be paid to the Carrier or his agent prior to delivery and will be placed on a special account. There shall be no obligation whatsoever on the part of the Master or the Carrier or his agent to collect adequate deposits or other securities or to act otherwise for collecting general average contribution, but it is understood that the costs of the Carrier of collecting and settling deposits or other securities or of all other measures taken by him and of collecting and settling contribution including fees or commissions shall be made good in general average.

If the salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to third persons. It is agreed that the Carrier shall have the right to have converted without notice any deposits and/or advances into the currency in which the average statement shall be drawn up and also to have the rate of exchange stated on the receipt. The Carrier shall be entitled to claim contribution to general average from the Merchant, which right shall not be affected though the danger which gave rise to the sacrifice or expenditure may have been due to any default whatsoever by the Carrier, Master, crew, pilot of the vessel or any other person in the service of the Carrier, or to the unseaworthiness of the vessel.

13. HINDRANCE

If for any reason whatsoever and to the sole discretion of the Carrier, the vessel is prevented or hindered from entering or leaving any port including the ports of loading and discharge or otherwise from proceeding with the voyage, or from loading or discharge or continuing to load or discharge any Goods, in particular caused by the act of government or other authority, if war is declared or if a state of war exists whereby the ship or the cargo is liable to or threatened by seizure, if any such port is blockaded or likely to be blockaded, if the through traffic cannot take place or not in the manner or in the time intended, if an embargo is placed on the ship or if the ship is requisitioned or by the right of Angary is seized or likely to be seized, in case at any stage seafrost sets in or has already set in or can be feared to set in, if in any such port strike or lock out takes place or is about to take place, if quarantine measures are taken or about to be taken, if any such port is congested and the ship is thereby prevented from or will be delayed in entering or obtaining an immediate berth at such port, if in any such port the ship is or would be likely to be delayed, if to the sole discretion of the Master the call at any such port should expose the ship and/or crew and/or cargo to danger and in all circumstances which in the opinion of the Master are similar to any or all of the aforesaid, then the Carrier or Master in his sole discretion may abandon the voyage or proceed to any other port including returning to the port of Loading and may there discharge or take such other steps with regard to the Goods as he shall think fit. Such discharge or other steps shall be deemed to have been authorized by the Merchants and shall be at their risk and expense and the Carrier shall not by reason thereof incur any liability whatsoever. Any port at which the Goods are discharged as aforesaid, may at the Carrier's option be deemed for all purposes to become the port of discharge hereunder in relation to such Goods and the Carriage shall be deemed to be terminated and fulfilled there. If during the voyage special circumstances occur in regard to the ship and/or cargo, or if the ship has to put into a port of distress or such like port, or if the ship experiences exceptional delay at a port or place, the Master is at liberty, notwithstanding all measures for the common good of the ship and cargo, to take such measures on behalf of the cargo as he considers necessary and desirable, such measures being for account of the cargo and without prejudice to any indemnification in general average. In regard to damaged cargo, or cargo the further transport of which is objectionable, or cargo for which the Bill of lading is not presented by the holder, the Master has the liberty to forward the cargo at the expense of the Merchant without prejudice to any indemnification in general average in such cases the full freight remains due.

If the carrying ship owing to special circumstances during the voyage is unable to carry the Goods on to the port or place where the Goods were intended to be discharged from the ship, or if it is found advisable to discharge the Goods during the voyage either on account of particular and/or general average to the ship or to the cargo, or in order to avoid delay or to save expenses, the contract of Carriage shall thereupon be considered as completed and the Carrier to have complied with all his obligations and the full freight is earned and all freights and expenses incurred in reforwarding or storing or disposing of the cargo,or arising in connection therewith, shall be for account of the cargo.

14. WAR RISKS

The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or by any other Government or any department thereof, or any person acting or purporting to act with the authority of such Government or any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation and delivery in accordance with such orders or directions and shall be a fulfilment of the contract voyage and the freight shall be payable accordingly.

15. BOTH TO BLAME COLLISION CLAUSE

If the vessel comes into collision with another vessel is a result of the negligence of the other vessel and any act, negligence or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier or, where the Carrier is not the owner and in possession of the carrying vessel, the Merchant will pay to the Carrier as trustee for the owner and/or demise Charterer of the carrying vessel a sum sufficiently to indemnify the Carrier and/or the owner and/or demise charterer of the carrying vessel against all loss or liability to the other or non-carrying vessel or her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Merchant, paid or payable by the other or non-carrying vessel to her owners to the Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or her owners or demise charterer or the Carrier.

The foregoing provisions shall also apply where the owners, operators, or those in charge of any vessel or vessels or objects, other than, or in addition to the colliding vessel or objects, are at fault in respect of a collision, contact, stranding or other accident.

16. HIMALAYA CLAUSE

It is hereby expressly agreed that no servant or agent of the Carrier or any other person for whom the Carrier may be responsible (including any person who performs work on behalf of the vessel on which the Goods are carried or of any other vessel of the Carrier, their cargo, their passengers or their baggage, including towage of and assistance and repairs to the vessels and including every subcontractor from time to time employed by the Carrier) shall in any circumstances whatsoever be under any liability whatsoever to the Merchant, for any loss, damage or delay or whatsoever kind 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, and, without prejudice to the generality of the provisions in this Bill of Lading, every stipulation, exception and condition herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available to and shall extend to protect every such servants or agent of the Carrier acting as aforesaid, and for the purpose of all the foregoing provision of this paragraph the Carrier is or shall be deemed to be acting on behalf of and for the benefit of all persons who are or might be his servants or agents or for whom the Carrier otherwise may be responsible (including any person who performs work on behalf of the vessel on which the Goods are carried or of any of the other vessels of the Carrier, their cargo, their passengers or their baggage, including towage of and assistance and repairs to the vessels and including every subcontractor from time to time employed by the Carrier) and all such persons shall to this extent be deemed to be parties to the contract contained in or evidenced by this Bill of Lading. The Merchant shall indemnify the Carrier against any claim by third parties against whom the Carrier cannot rely on these conditions in as far as the Carrier's liability would be accepted if said parties were bound by these conditions.

17. SHIPPER PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:

(1) The Carrier shall not be liable for loss or damage to the Goods caused by:

(a). the manner in which the Container has been packed, or
(b). the unsuitability of the Goods for Carriage in Container, or
(c). the unsuitability or defective condition of the Container, provided that where the Container has been provided by or on behalf of the Carrier, this paragraph © shall only apply if the unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed.

(2) The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and howsoever arising, caused by one or more of the matters referred to in sub-clause (1) above, save that where the loss, damage, liability, or expense was caused by a matter referred to in sub-clause (1)(c), the Merchant shall not be liable to indemnify the Carrier in respect thereof unless the provision referred to in that sub-clause applies.

18. DANGEROUS GOODS

(1). The Merchant warrants the Goods as lawful merchandise at the ports of loading and discharge and will indemnify the Carrier against all costs, expenses, liabilities and any other consequences of the Goods not being lawful merchandise at the said ports or at any other port or place where the Goods may be.

(2). The Merchant agrees to indemnify the Carrier against all liability, loss and expenses which the Carrier may incur if the Goods when received by the Carrier contain (whether or not the Merchant or any other person interested in or connected with the Goods is aware of such fact) any person(s), who are refused entry or permission to land at the port of discharge whose entry or landing there is unlawful for any reason whatsoever.

(3). Hazardous or dangerous Goods shall not be shipped or sent down for shipment without prior written permission from the Carrier or his agent. The Merchant agrees to indemnify the Carrier against all consequences and liabilities arising out of the shipment or acceptance of hazardous or dangerous Goods or substances forming part of Goods whether or not the nature thereof is known to the Carrier unless the Merchant proves that such consequences or liabilities are or were caused directly by negligence of the Carrier, his servants or agents.

(4). If for any reason whatsoever the Master of the vessel on which hazardous or dangerous Goods have been shipped (whether or not the nature thereof is known to the Carrier) decides in his sole discretion that such Goods have become an unacceptable danger to the vessel or to the rest of the cargo, passengers or crew, then he shall be entitled to discharge or destroy the Goods or otherwise render them harmless at any time or place without liability on the part of the Carrier.

19. REFRIGERATION

The Carrier does not undertake to carry any Goods or articles in the refrigerated or specially cooled or ventilated compartments, unless such Carriage is expressly agreed and shown in this Bill of Lading. Goods or articles carried in any such compartments are subject to all stipulations, exceptions and conditions as to the Carrier's liability and other provisions of this Bill of Lading and furthermore the Carrier shall not be liable for any loss or damage arising or resulting from differences in temperature owing to the necessity of opening and closing doors for loading/discharging en route, risk of refrigeration, defects or insufficiency in or accidents to or explosion, breakage, derangement or failure of any refrigerated plant or part thereof or in the handling thereof, or by or in any material or the supply or use thereof used in the process of refrigeration unless shown to have been caused by negligenceof the Carrier.

It is further agreed that the Carrier shall not be liable for any loss or damage to the Goods named herein caused by the negligence or error in judgement of agents or stevedores or other servants of the Merchant or persons for whom he is responsible or who are acting under his direction in respect of the stowage of the cargo or otherwise.

20. SHIP'S POWER SUPPLY

Upon request by or on behalf of the Merchant, the Carrier shall use his best endeavours to connect any vehicle or trailer or Container to the vessel's supply of power and to maintain such supply in accordance with such request, but the Carrier shall not be liable in any circumstances whatsoever for any failure to do so or for any breakdown of the supply howsoever caused and whether by negligence of the Carrier, including his servants, agents and independent contractors.

StreamLines

BILL OF LADING

b/l No

☐ for Ocean Transport* ☐ for Combined Transport*

(indicate as appropriate)*

1 Shipper:

2 Consignee:

3 Notify Address:

4 Precarriage from:

OCEAN VESSEL

5 Port of Loading:

6 Port of Discharge:

7 Place of Delivery after Oncarriage: *[see article 9 (2)]*

Marks and Nos	Number and Kind of Packages	Description of Goods	Gross Weight	Net Weight

Particulars furnished by the Merchant

☐ *If indicated by "X" here, continuation of cargo description given on attached sheet*

8 Freight, Charges, etc.:

9 Freight payable:

SHIPPED on board in apparent good order and condition, unless otherwise stated and to be discharged at the aforesaid port of discharge or so near thereto as the Vessel may safely get and be always safe afloat. This Bill of Lading in a receipt only for the number of packages shown herein. Weight, measurements, marks and numbers, quality, quantity, contents and value shown above are furnished by the Merchant and have not been checked and are to be considered unknown unless expressly acknowledged and agreed to. The signing of this Bill of Lading is not to be considered as such acknowledgement or agreement. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its stipulations, exceptions and conditions, on both pages, whether printed, written, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. One of the Bills of Lading must be surrendered duly endorsed in exchange for the Goods or delivery order.
IN WITNESS whereof the Master or Agent of the said Vessel has signed the number of original Bills of Lading stated below, all of this tenor and date, one of which being accomplished, the others to stand void.
Full freight and charges are payable as per agreement, but always deemed earned latest on signing Bills of Lading, discountless and non returnable, Ship and/or Goods lost or not.

NUMBER OF ORIGINAL BILLS OF LADING

10 Place and Date of Issue:

Signature
for/by the StreamLines N.V. as Carrier:

SPECIMEN