

## 1. DEFINITIONS

"Carrier" means WUHAN NEW PORT DATONG INTERNATIONAL SHIPPING CO.LTD.

"Merchant" includes the consignor, the shipper, the receiver, the consignee, the owner of the Goods, the lawful holder or endorsee of this Bill of Lading, or any other person having any present or future interest in the Goods or this Bill of Lading, or anyone authorized to act on behalf of any of the foregoing.

"Vessel", where the context so admits, includes the Vessel named in Box 6 of this Bill of Lading or any substitute therefor, and any feeder vessel, lighter or barge, or on behalf of the Carrier in connection with any seaborne leg of the carriage. "Sub-contractor" includes owners and operators of vessels (other than the Carrier), stevedores, terminal, warehouse, depot, and any independent contractor employed by the Carrier in the performance of the carriage and any sub-sub-contractor thereof. The expression Sub-contractor shall include direct and indirect Sub-contractors and their respective servants, agents or Sub-contractors.

"Goods" means the whole or any part of the cargo received from the Merchant and includes any Container not supplied by or on behalf of the Carrier.

"Packages" means each Container which is stuffed and sealed by or on behalf of the Merchant, and not the items packed in such Container if the number of such items is not indicated on the front of this Bill of Lading or is indicated by the terms such as "Said to Contain" or similar expressions.

"Shipping Unit" means any physical unit of cargo not shipped in a package, including machinery, vehicles and boats.

"Container" includes any Container, open top, trailer, transportable tank, flat rack, platform, pallet, and any other equipment or device used in or in connection with the transportation of the Goods.

## 2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff and other requirements regarding charges are incorporated into this Bill of Lading. Particular attention is drawn to the terms contained therein, including, but not limited to free storage time, Container and vehicle damage, etc. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

## 3. SUB-CONTRACTING, INDEMNITY AND CERTAIN DEFENSES, EXEMPTIONS AND LIMITATIONS

(1) The Carrier shall have the right at any time and on any terms whatsoever to sub-contract the whole or any part of the carriage with any Sub-contractor and/or to substitute any other vessel or means of transport for the Vessel.

(2) The Merchant undertakes that no claim or legal action whatsoever shall be made or brought against any person by whom the carriage is performed or undertaken (including, but not limited to, the Carrier's servants, agents or Sub-contractors), other than the Carrier, which imposes or attempts to impose upon any such person, or any vessel owned or operated by such person, any liability whatsoever in connection with the Goods or the carriage thereof whether or not arising out of negligence on the part of such person. Should any such claim or legal action nevertheless be made or brought, the Merchant undertakes to indemnify the Carrier against all consequences thereof including legal expenses on a full indemnity basis. Without prejudice to the foregoing every such person or vessel, including, but not limited to the Carrier's servants, agents or Sub-contractors as defined in Clause 1 above shall have the benefit of every exemption defense and limitation herein contained applicable to the Carrier, in contract or in tort, as if such provision were expressly contracted for its benefit and, in entering into his contract, the Carrier, to the extent of such exemptions, defenses and limitations, does so not only on its behalf, but also as an agent and trustee for such person or vessel.

## 4. CARRIER'S RESPONSIBILITY

(1) Port to Port Shipment If boxes 6, 7 and 8 but not boxes 4, 5 and 9 are filled in on the front of this Bill of Lading, this Bill of Lading is a Port-to-Port contract. The Carrier shall be responsible for the Goods as Carrier from the time when the Goods are received by the Carrier at the Port of Loading until the time of delivery thereof at the port of discharge to the Merchant or to the Authority as required by local laws or regulations, whichever occurs earlier.

## 5. NOTICE OF CLAIM AND TIMEBAR

(1) Unless notice of loss or damage is given in writing to the Carrier's agent at the Port of Discharge or Place of Delivery before or on the date of delivery of the Goods, or if loss or damage is not apparent, within 15 consecutive days thereafter, such delivery shall be prima facie evidence of the delivery of the Goods by the Carrier and/or on-carrier in the order and condition described in this Bill of Lading.

(2) The Carrier, its servants, agents and Sub-contractors shall be discharged from all liabilities whatsoever unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.

## 6. LOSS OR DAMAGE

(1) The terms of this Bill of Lading shall at all times govern all responsibilities of the Carrier in connection with or arising out of the carriage of the Goods not only during the carriage, but also during the period prior to and/or subsequent to the carriage. The exemptions from liability, defenses and limitation of liability provided for herein or otherwise shall apply in any action against the Carrier for loss or damage or delay, however occurring and whether the action be founded in contract or in tort and even if the loss, damage or delay arose as a result of unworthiness, negligence or fundamental breach of contract. Save as is otherwise provided herein, the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct or indirect or consequential loss or damage or loss of profits.

(2) The Carrier does not undertake that the Goods will be transported from or loaded at the place of receipt or lading or will arrive at the place of discharge, destination or transshipment aboard any particular vessel or other conveyance at any particular date or time or to meet any particular market or time for any particular use. Scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed if the Carrier shall find it necessary, prudent or convenient. The Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.

## 7. LIMITATION OF LIABILITY

(1) Except as provided for in Clause 7(2), this Bill of Lading shall be subject to the provisions of the Maritime Code of the People's Republic of China as provide for in Clause 26(1). Neither the Carrier, its servants, agents, Sub-contractors nor the Vessel shall in any event be liable for any loss or damage to the Goods in any amount exceeding the limits per packages or unit prescribed by that Code, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.

(2) If a legal regime other than the Maritime Code of the People's Republic of China or US COGSA is compulsorily applied to this Bill of Lading, the liability of the Carrier, if any, shall not exceed the limits per Package or Shipping Unit prescribed therein, unless the nature and value of the Goods have been declared by the Merchant and inserted in this Bill of Lading (Box 10) and the Merchant has paid additional Freight on such declared value.

(3) For the purpose of this Clause 7, the declared value shall be the basis for calculating the Carrier's liability, if any, provided that such declared value shall not be conclusive on the Carrier, and further provided that such declared value does not exceed the true value of the Goods at destination. Any partial loss or damage shall be adjusted pro-rata on the basis of such declared value.

## 8. FIRE

The Carrier shall not be liable for any loss of or damage to the Goods occurring at any time, including that before loading or after discharge by reason of any fire whatsoever, unless such fire is caused by the actual fault of the Carrier.

## 9. CARRIER'S CONTAINERS

(1) Goods received in break bulk will be stuffed by the Carrier in Containers and the Carrier shall have the right to carry any Containers, whether or not stuffed by the Carrier, on deck or below deck. All such Goods shall participate in General Average. (2) If Carrier's Containers and equipment are used by the Merchant for pre-carriage or on-carriage or unpacked at the Merchant's premises, the Merchant is responsible for returning the empty Containers, with interiors brushed, clean and free of smell to the point or place designated by the Carrier, its servants or agents, within the time prescribed in the Tariff and/or required by the Carrier. Should a Container not be returned within the aforesaid time, the Merchant shall be liable for any detention, demurrage, loss or expenses which may arise from such non-return.

(3) The Merchant shall be liable for any loss of or damage to Carrier's Containers and other equipment while in the custody of the Merchant or any other person on the Merchant's behalf. The Merchant shall also be liable during such period for any loss of or damage to the property of others or for any injuries or death and the Merchant shall indemnify and hold the Carrier harmless against all damages, including legal expenses, incurred from any and all such claims arising during such periods.

## 10. MERCHANT-STUFFED CONTAINER

(1) If a Container has not been stuffed by or on behalf of the Carrier, the Carrier shall not be liable for loss of or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, loaded or stuffed, or  
(b) the unsuitability of the Goods for carriage in the Container, or  
(c) the unsuitability or defective condition of the Container, provided that, if the Container had been supplied by or on behalf of the Carrier, this unsuitability or defective condition could have been apparent upon inspection by the Merchant at or prior to the time when the Container was filled, packed, loaded or stuffed.

(2) If a Merchant-stuffed Container is delivered by the Carrier with its seal intact, such delivery shall constitute full and complete performance of the Carrier's obligations hereunder and the Carrier shall not be liable for any loss or shortage of the Goods ascertained at delivery.

(3) He Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being suitable and without defect.

## 11. MERCHANT'S DESCRIPTION

(1) The Merchant's description of the Goods stuffed in a sealed Container by the Merchant, or on his behalf, shall not be binding on the Carrier, and the description declared by the Merchant on the front of this Bill of Lading is information provided by the Merchant solely for its own use including but not limited to the use of its freight forwarding. It is understood by the Merchant that the Carrier has not verified the contents, weight or measurement of a sealed container, and the Carrier makes no representation as to the contents of a sealed Container, van, crate or box hereunder, nor its weight or measurement, nor the value, quantity, quality, description, condition, marks or number of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(2) If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or order number and/or details of any contract to which the Carrier is not party are shown on the front of this Bill of Lading, such particulars are included solely at the request of the Merchant for its convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value and shall in no way affect the Carrier's liability under this Bill of Lading. The Merchant acknowledges that, except as provided for in Clause 7 hereof, the value of the Goods is unknown to the Carrier.

## 12. MERCHANT'S RESPONSIBILITY

(1) The parties defined as "Merchant" in clause 1 hereof shall, where applicable, be jointly and severally liable to the carrier for the due fulfillment of all obligations undertaken by any of them under this Bill of Lading.

(2) The Merchant warrants to the carrier that the particulars relating to the Goods as set forth on the front of this Bill of Lading have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful Goods and are not contraband.

(3) The Merchant shall indemnify the carrier against all liabilities, costs, losses, damages, fines, penalties, expenses or other sanctions of a monetary nature arising or resulting from any breach of the warranties in Clause 12(2) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

(4) The Merchant shall comply with all regulations or requirements of customs, port and other Authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including the full return Freight for the Goods if returned, or if on-carried, the full Freight from the Port of Discharge or the Place of Delivery nominated herein to the amended Port of Discharge or the amended Place of Delivery) incurred and/or sustained by reason of any failure to so comply, or by reason of all illegal, incorrect or insufficient marking, numbering, or addressing of the Goods, and shall indemnify the carrier in respect thereof.

## 13. FREIGHT AND CHARGES

(1) All Freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event whatsoever.

(2) All Freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.

(3) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies concerning the Freight in the applicable Tariff or as agreed otherwise.

(4) If the Merchant's description of the Goods in this Bill of Lading or in any document or certificate furnished to the Carrier by or on behalf of the Merchant shall prove to have been inaccurate, incorrect or misleading in any respect, the Merchant shall pay for the actual damage suffered by the Carrier.

(5) Payment of Freight and charges to any freight forwarder or broker, or anyone other than the Carrier or its authorized agent, shall

not be considered payment to the Carrier and shall be made at the Merchant's sole risk.

(6) The parties defined as Merchants in clause 1 hereof shall, where applicable, be jointly and severally liable to the Carrier for payment of all Freight, demurrage, General Average and charges, including, but not limited to, court costs, expenses and reasonable attorney's fees incurred in collecting sums due the Carrier, failing which shall be considered a default by the Merchant in the payment of Freight and charges.

## 14. CARRIAGE AFFECTED BY CONDITION OF THE GOODS

If it appears at anytime that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the Goods or the Container, the Carrier may without notice to the Merchant (but as its agent only) take any measure(s) and/or incur any additional expense to carry or to continue the carriage thereof, and/or dispose of the Goods, and/or abandon the carriage and/or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in his absolute discretion considers most appropriate, which abandonment, storage or disposal thereof shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

## 15. LIENS

The Carrier shall have a lien on the Goods and any documents relating thereto for Freight, dead Freight, demurrage, detention, and for any expenses incurred by the Carrier for recovering, repacking, remarking, fumigation or required disposal of faulty Goods, for General Average contributions to whomsoever, for fines, dues, tolls, land Freight, or commissions paid or advanced by the Carrier on behalf of the Goods, for any sums including salvage payable to the Carrier under this Bill of Lading and for legal expenses incurred because of any attachment or other legal proceedings brought against the Goods by governmental Authorities or any person claiming an interest in the Goods. The Carrier's lien shall survive discharge or delivery of the Goods and the Carrier shall have the right to enforce such lien by public auction or private sale in its discretion. Should the proceeds of sale fail to cover the amount due, including expenses incurred, the Carrier shall be entitled to recover the balance from the Merchant. Should such proceeds exceed the amount due, the balance shall be returned to the Merchant.

## 16. MATTERS AFFECTING PERFORMANCE

If at any time the carriage is or is likely in the judgment of the Master to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, other than the inability of the Goods to be safely or properly carried or carried further, and howsoever arising (even though the circumstances giving rise to such matters as stated above existed at the time this contract was entered into or the Goods were received for shipment), the Carrier (whether or not the carriage is commenced) may, at its sole discretion and without prior notice to the Merchant:

(1) Carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route from that indicated in this Bill of Lading or from that which is customary for Goods consigned to that Port of Discharge or Place of Delivery. If the Carrier elects to invoke the terms of this sub-Clause, then, not with standing the provisions of Clause 18 hereof, the Carrier shall be entitled to charge such additional Freight as the Carrier may determine, or

(2) Suspend the carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representation as to the maximum period of suspension. If the Carrier elects to invoke the terms of this sub-Clause, then the Carrier shall be entitled to the payment of such additional Freight as the Carrier may determine, or

(3) Abandon the carriage of the Goods and place the Goods at the Merchant's disposal at any port or place where the Carrier may deem safe and convenient, where upon the responsibility of the Carrier in respect of such Goods shall entirely cease. The Carrier shall never the less be entitled to full Freight on the Goods received for shipment, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such port or place. Where the Carrier elects to use an alternative route under Clause 19(1) or to suspend the carriage under Clause 19(2), same shall not prejudice its right subsequently to abandon the carriage.

## 17. DANGEROUS GOODS

At the time of shipment of Dangerous Goods, the Merchant shall, in compliance with the regulations governing the carriage of such Goods, have the same properly packed, distinctly marked and labeled and notify the Carrier in writing of their proper description, nature and the precautions to be taken. In case the Merchant fails to or inaccurately notifies the Carrier, the Carrier may have such Goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation. The Merchant shall be liable to the Carrier for any loss, damage or expense resulting from such shipment. Notwithstanding the Carrier's knowledge of the nature of the Dangerous Goods and its consent to carry, the Carrier may still have such Goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the Vessel, the crew and other persons on board or to other goods. However, what mentioned in this Clause shall not prejudice the contribution in General Average, if any.

## 18. SPECIAL, REFRIGERATED OR HEATED CONTAINERS

(1) Unless the Merchant and the Carrier agree in writing before shipment that specially ventilated, refrigerated or heated Containers will be used to ship the Goods and such agreement is noted on the front of this Bill of Lading, and the Merchant gives proper written notice to the Carrier of the nature of the Goods and of the particular temperature range to be maintained and/or special attention required and the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed, the Goods shall be carried in ordinary unventilated Containers.

(2) In case of a refrigerated Container stuffed by or on behalf of the Merchant, the Merchant undertakes that its thermostatic, ventilating or any other controls have been correctly set by the Merchant and that the temperature of the Goods and the refrigerated Container has been brought to the required temperature level before stuffing and that the Goods have been properly stored in the Container before the receipt thereof by the Carrier. If these requirements are not fully met, the Carrier shall not be liable for any loss of or damage to the Goods howsoever arising.

(3) The Merchant shall be responsible for the operation and maintenance of the Carrier's Container while it is in the Merchant's custody or the custody of anyone acting on the Merchant's behalf.

(4) If a suggested temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus C2 permitted, and the Carrier shall exercise due diligence to maintain such temperature, plus or minus C2 while the Goods are in its actual possession.

(5) The Carrier does not warrant that the Container be properly ventilated, refrigerated or heated throughout the carriage, nor shall the Carrier be liable for any loss of or damage to the Goods arising from any latent defects, any total or partial failure or breakdown, or stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the Container, Vessel, conveyance and any other facilities, 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.

(6) In case of the Merchant's own Container, a set of emergency kit and an operation manual shall be supplied by the Merchant.

## 19. NOTIFICATION AND DELIVERY

(1) Any mention herein of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not give rise to any liability on the part of the Carrier or relieve the Merchant of any obligation hereunder.

(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff for as required by the Carrier.

(3) If the Merchant fails to take delivery of the Goods during a reasonable time or whenever in the opinion of the Carrier the Goods are likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its discretion, without prejudice to any rights which it may have against the Merchant, without notice and without any responsibility whatsoever attaching to him, unstuff, sell, destroy or dispose of the Goods at the sole risk and expense of the Merchant, and apply any proceeds of sale in reduction of the sums due to the Carrier from the Merchant. The aforesaid unstuffing shall constitute due delivery hereunder and thereupon all liability whatsoever of the Carrier in respect of the Goods thereof shall cease.

(4) Where the Carrier is obliged to hand over the Goods so carried into the custody of the port, customs or any other Authorities at the Port of Discharge or Place of Delivery and the Goods are delivered by the same to the Merchant without necessity of production of this Bill of Lading by the Merchant as required by the local law, regulation and/or practice, such hand-over shall constitute due delivery to the Merchant under this Bill of Lading and there-upon the liability of the Carrier in respect of the Goods shall entirely cease.

(5) Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this Clause, notwithstanding its having been notified of the availability of the Goods for delivery, shall constitute an irrevocable waiver by the Merchant to the Carrier of damages, expenses and liabilities incurred and sustained by the Carrier arising from such refusal, including but not limited to, the return of the Goods to their place of origin.

## 20. BOTH-TO-BLAME COLLISION

The Both-to-blame Collision Clause currently published by the Baltic and International Maritime Conference is deemed to be incorporated into this Bill of Lading.

## 21. NON-VESSEL OPERATING COMMON CARRIERS

If this Bill of Lading is accepted by a Merchant acting as a non-vessel-operating common carrier (NVOCC), who has in turn concluded other contracts of carriage with third parties, the NVOCC hereby warrants that the contracts concluded by him in respect of the Goods subject to this Bill of Lading shall incorporate the terms and conditions of this Bill of Lading. The NVOCC further warrants to indemnify the Carrier, its servants, agents and Sub-contractors against all consequences of its failure to do so.

## 22. LAW AND JURISDICTION

This Bill of Lading is governed by the laws of the People's Republic of China. All disputes arising under or in connection with this Bill of Lading shall be determined by the laws of the People's Republic of China and any action against the Carrier shall be brought before the Shanghai Maritime Court or other maritime courts in the People's Republic of China, as the case may be.

## 23. VARIATION OF THE CONTRACT

No servant, agent or Sub-contractor of the Carrier shall have the power to waive or vary any terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or approved in writing by the Carrier.

## 24. NEW JASON CLAUSE

In the event of accident, danger, damage or disaster before or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in General Average to the payment of any sacrifices, 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 salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving ship belonged to strangers. The following clauses are applicable only when document used as a Sea Waybill.

25. Delivery will be made to the consignee or his authorized representative upon presentation of a delivery receipt or other evidence of identity and authorization satisfactory to the Carrier in his sole and absolute discretion without the need of producing or surrendering a copy of his Sea Waybill.

26. Except as provided in this Sea Waybill, the contract of carriage evidenced by this Sea Waybill is subject to the terms and conditions of the Carrier's current Combined Transport Bill of Lading, a copy of which may be obtained from the Carrier and its agent. The Shipper accepts all said terms and conditions, including but not limited to the per package and other limitations of liability contained therein, on behalf of the Consignee and the Owner of the Goods and warrants that he has authority to do so.

27. The consignee or other receiver of the Goods, by presenting this Sea Waybill and/or requesting delivery of the Goods, undertakes all liabilities of the Shipper under this Sea Waybill and the Carrier's current Combined Transport Bill of Lading, such undertaking being additional and without prejudice to the Shipper's own liability.

28. The shipper agrees and observes the CMI Uniform Rules for Sea Waybill for the purpose of using the Carrier's Sea Waybill in cargo transportation.

29. Upon written request of the Shipper prior to arrival of the carrying vessel at the Port of Discharge or Place of Delivery, whichever applicable, the Carrier will use its best efforts to change the Sea Waybill to the Carrier's Bill of Lading, provided that the Carrier shall in no case be liable for failure timely to effect such changes.

30. Unless instructed to the contrary by the shipper prior to the commencement of carriage and noted accordingly on the face hereof, the Carrier will, subject to the aforesaid terms and conditions, process cargo claims with the Consignee. Claims settlement, if any, shall be a complete discharge of Carrier's liabilities to the Shipper.