

1. DEFINITIONS

“Carrier” means Sinotrans Container Lines Company Limited.

“Merchant” includes the shipper, the consignor, the receiver, the consignee, the owner of the Goods, the lawful holder or endorsee of this Bill of Lading.

“Goods” means the cargo supplied by the Merchant and includes any container not supplied by or on behalf of the Carrier.

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

“Package” 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.

“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 used by or on behalf of the Carrier in connection with any leg of the carriage.

“Sub-contractor” includes owners and operators of vessels (other than the Carrier), stevedores, terminal, warehouse, depot and groupage operators, road and rail transport operators 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.

“Carriage” means the whole of the operations and services undertaken by the Carrier in respect of the Goods.

“Combined Transport” arises if the Place of Receipt and/or the Place of Delivery are indicated on the face hereof in the relevant spaces.

“Port to Port Shipment” arises if the carriage called for by this Bill of Lading is not Combined Transport.

2. LAW AND JURISDICTION

- (1) 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 Maritime Courts in the People’s Republic of China.
- (2) Notwithstanding the provision of Clause 2(1), where carriage is to or from or through a port or place in the United States of America, this Bill of Lading shall be subject to the provisions of US Carriage of Goods by Sea Act 1936 (US COGSA), which shall be deemed to have been incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights, immunities, exceptions or limitations or an increase of its liabilities under US COGSA.

3. NOTICE OF CLAIM AND TIMER BAR

- (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 agents at the port of discharge or the place of delivery before or at the time of removal of the Goods into the custody of the Merchant or if the loss or

damage is not apparent, within 15 consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

- (2) The Carrier, its servants, agents and Sub-contractors in any event 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.

4. CARRIER'S TARIFF

The term of the carrier's applicable Tariff and other requirements regarding charges at the date of shipment are incorporated into this Bill of Lading. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In case of any inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

5. CARRIER'S RESPONSIBILITIES

- (1) The responsibilities of the Carrier with regard to the Goods covers the entire period during which the Carrier is in charge of the Goods, starting from the time the Carrier has taken over the Goods at the place of receipt if named herein or at the port of loading, until the time of delivery thereof at the port of discharge or the place of delivery if named herein to the Merchant or to the Authority as required by local laws or regulations, whichever occurs earlier.
- (2) If it can be proven that the loss or damage has occurred in a certain section of the transport, the liability of the Carrier and the limitation thereof shall be governed by the national laws and/or international conventions applicable thereto. If the section of transport in which the loss of or damage to the Goods occurred could not be ascertained, the loss or damage shall be presumed to have occurred during the ocean voyage.

6. THE AMOUNT OF COMPENSATION

- (1) For shipment to or from or through countries other than the United States of America, neither the Carrier nor its servants, agents, Sub-contractors and/or the Vessel shall in any event be liable for any loss of or damage to the Goods in an amount exceeding the limits per package or unit prescribed by the Maritime Code of the People's Republic of China, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading and extra freight paid.
- (2) For shipment to or from or through a port or place in the United States of America, neither the Carrier nor its servants, agents, Sub-contractors and/or the Vessel shall in any event be liable for any loss of or damage to the Goods in an amount exceeding the limits per package or unit prescribed by US COGSA, unless the nature and value of the Goods have been declared by the Merchant before shipment and inserted in this Bill of Lading and extra freight paid.
- (3) For the purpose of this clause 6, 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.

7. DEFENSES AND LIMITS FOR THE CARRIER

The exemptions from liability, defenses and limitation of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods whether the action be founded in contract or in tort.

8. SUB-CONTRACTING

- (1) The Carrier shall be entitled to sub-contract at any time and on any terms whatsoever the whole or any part of the carriage and any or all duties undertaken by the Carrier in relation to the Goods, 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 Sub-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 this 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.

9. METHODS AND ROUTES OF TRANSPORTATION

The Carrier may at any time and without notice to the Merchant:

- (1). use any means of transport or storage whatsoever;
- (2). transfer the Goods from one conveyance to another including transshipment or carrying the same on another vessel other than the vessel named on the front of this bill of lading or any other means of transport whatsoever;
- (3). sail with or without pilots, proceed at any speed and by any route in his discretion(whether or not the nearest or most direct or customary or advertised route), proceed to, return to and stay at any port or place whatsoever in any order in or out of the route or in a contrary direction to or beyond the port of discharge once or oftener for bunkering or loading or discharging cargo, undergo repairs, adjust equipment, drydock, make trial trips, tow or be towed.

Anything done or not done in accordance with this Clause or any delay arising therefrom shall be deemed to be within the scope of the carriage and shall not be a deviation.

10. MATTERS AFFECTING PERFORMANCE

If at any time the performance of the contract evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind

which cannot be avoided by the exercise of reasonable endeavours, the Carrier (whether or not the transport is commenced) may without prior notice to the Merchant treat the performance of this contract as terminated and place the goods or any part of them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease. The Carrier shall nevertheless be entitled to full freight and charges on Goods received for transportation, and the Merchant shall pay any additional costs of carriage to and delivery and storage at such place or port.

11. DELIVERY OF CARGO BEYOND PORT OF DISCHARGE OR PLACE OF DELIVERY

In the event that Consignees/Receivers of cargo require the Carrier to deliver cargo at a port or place beyond the place of delivery originally designated in this Bill of Lading and the Carrier in its absolute discretion agrees to such carriage, such further carriage will be undertaken on the basis that the Bill of Lading terms and conditions are to apply such carriage as if the ultimate destination agreed with Consignees/Receivers had been included in the description of the transport on the reverse side of this Bill of Lading.

12. DELAY, CONSEQUENTIAL LOSS, ETC

- (1) The Carrier does not undertake that the Goods will be transported from the place of receipt or loading or will arrive at the place of discharge, destination or will be transhipped on aboard any particular vessel or other conveyance at any particular date or time or to meet any particular market or in time for any particular use. The scheduled or advertised departure and arrival times are only expected times and may be advanced or delayed and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.
- (2) Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause.

13. 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 howsoever by reason of whatsoever nature of fire, unless such fire is caused by the actual fault of the Carrier.

14. SHIPPER-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 expenses has been caused by:
 - (a) negligent filling, packing, loading or stuffing, or
 - (b) the unsuitability of the Goods for carriage in the Container, or
 - (c) the unsuitability or defective condition of the Container unless the Container had been supplied by or on behalf of the Carrier, this unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the time when the Container was filled, packed, loaded or stuffed.
- (2) If a Shipper-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) The Merchant shall inspect Containers before stuffing them and the use of a Container shall be prima facie evidence of its being sound, suitable and without defect.

15. INSPECTION OF THE GOODS

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

If by order of the Authorities at any place, a container must be opened for inspection, the Carrier shall not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection or repacking. The Carrier shall be entitled to recover the cost of such opening, unpacking, inspection and repacking from the Merchant.

If it thereupon appears at any time that the Goods or any part thereof 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) abandon the transportation and/or take any measure(s) and/or incur any additional expense to carry or to continue the carriage, or to store the same ashore or afloat, under cover or in the open, at any place, whichever storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against any additional expense so incurred.

16. MERCHANT'S RESPONSIBILITY

- (1) 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 correct. The Merchant also warrants that the Goods are lawful and are not contraband.
- (2) 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 inaccuracies or inadequacy of such particulars.
- (3) Shall Carrier's Containers and/or 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 depot designated by the Carrier, its servants 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. And 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 anyone acting on the Merchant's behalf.
- (4) The Merchant shall be liable for and hold the Carrier harmless against any loss or damage to Carrier's Container(s), the property of others or any injuries or death whatsoever nature and howsoever arise while Carrier's Container(s) is/are in the custody of the Merchants or anyone acting on the Merchant's behalf.

17. MERCHANT'S DESCRIPTION

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 forwarder. 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 numbers of the contents thereof. The Carrier shall be under no responsibility whatsoever in respect of such description of particulars.

18. 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 them 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, the provisions of this clause shall not prejudice the contribution in General Average, if any.

19. REFRIGERATED CONTAINER AND GOODS

- (1) Unless the Merchant and the Carrier agree in writing before shipment that refrigerated Containers will be used to ship the Goods and such agreement is noted on the front of the 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 the Merchant pays the extra Freight charged under the Carrier's Tariff or as agreed, the Goods shall be carried in ordinary dry 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 stowed 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. 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.
- (3) If a suggested temperature is noted on the front of the this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at the noted temperature plus or minus 2°C permitted, and the Carrier shall exercise due diligence to maintain such temperature, plus or minus 2°C

while the Goods are in its actual possession.

- (4) The Carrier does not warrant that the Container be properly refrigerated throughout the carriage, nor shall the Carrier be liable for any loss 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.
- (5) In case of the Merchant's own Container, a set of emergence kit and an operation manual shall be supplied by the Merchant.

20. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

- (1) The Goods may be stowed by the Carrier in Containers or similar articles of transport used to consolidate Goods.
- (2) Goods whether stowed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless on the reverse side hereof it is specifically stipulated that the Containers or Goods will be carried under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading any statement of such on deck carriage. Such Goods (other than livestock) whether carried on deck or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of goods for the purpose of the US COGSA or for the purposes of the laws of the People's Republic of China, whichever is applicable.
- (3) Goods (not being Goods stowed in Containers other than flats or pallets) which are stated herein to be carried on deck and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

21. FREIGHT AND CHARGES

- (1) Full freight shall be payable at Carrier's option on gross weight, or value as set forth in Carrier's tariff, based on Merchant's particulars for the goods. Carrier shall have the right, but not the duty to open package or containers and, if Merchant's particulars are found to be erroneous, the Merchant shall be liable for the correct freight charge and expenses incurred in examining, weighing, measuring or valuing the goods.
- (2) All prepaid freight shall be deemed fully, finally and unconditionally earned on receipt of the Goods by the Carrier and shall be paid by the Merchant and non-deductable in any event. Freight payable at destination shall be paid before delivery of the goods.
- (3) All Freight and charges shall be paid without any set-off, counter-claim, deduction, or stay of execution before delivery of the Goods.
- (4) 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.
- (5) 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, falling which shall be considered a default by the Merchant in the payment of Freight and charges.

22. NOTIFICATION AND DELIVERY

- (1) Any mention in this Bill of Lading 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 thereunder.
- (2) Where the Carrier is obliged to hand over the Goods 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 thereupon the liability of the Carrier in respect of the Goods shall entirely cease.
- (3) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff or as required by the Carrier. If the Merchant fails to do so, or whenever in the Carrier's opinion the Goods are likely to be deteriorated, decayed, worthless or to incur charges whether for storage or otherwise in excess of their value, the Carrier may, at its discretion, without prejudice to any rights which he 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. 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) The Carrier may in his absolute discretion receive the Goods as Full Container Load and deliver them as less than Full Container Load and/or as break bulk cargo and/or delivery of the Goods to more than one receiver. In such event the Carrier shall not be liable for any shortage, loss, damage or discrepancies of the Goods, which are found upon unpacking of the container.
- (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 all and any claims whatsoever relating to the Goods or the Carriage. The Merchant shall be liable for any losses, damage, 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.
- (6) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

23. LIENS

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier under this contract and/or any other contract and for general average contributions to whomsoever due and for the cost of recovering the same, and for that purpose shall have the right to sell the Goods by public auction or private sale without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

24. 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.

If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the shipper undertakes to pay the carrier, or, where the Carrier is not the owner and in possession of the carrying ship, to pay to the carrier as trustee for the owner and/or demise charterer of the carrying ship, a sum sufficient to indemnify the Carrier and/or the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to his goods or any claim whatsoever of the shipper and set-off, recouped or recovered by the other or demise charterer or the carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge of any ship or ships or objects, other than, or in addition to, the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

25. GENERAL AVERAGE AND SALVAGE

- (1) General Average shall be adjusted at any port or place at the Carrier's option according to the York-Antwerp Rules 1974, as amended in 1990, and any other amendments thereto. The Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated General Average contribution of the Goods before delivery.
- (2) In the event of the Master considering that salvage services are needed, the Merchant agrees that the Master shall act on its behalf to procure such services to the Goods and that the Carrier may act on its behalf to settle salvage remuneration. The Merchant shall timely and fully provide cash deposit or other security to the salvor without affecting the schedule of the Vessel after the salvage, failing which the Merchant shall be liable for any losses arising therefrom and sustained by the Carrier.

26. NEW JASON CLAUSE

In the event of accident, 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.

27. VARIATION OF THE CONTRACT

No servant, agent or Sub-contractor of the Carrier shall have the power to waiver 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.

28. PARTIAL INVALIDITY

If any provision in this Bill of Lading is held to be invalid or unenforceable, such invalidity or unenforceable shall attach only to such provision. The validity of the remaining provision shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.