

**TOTE MARITIME PUERTO RICO, LLC**  
**TERMS AND CONDITIONS**

1. **CLAUSE PARAMOUNT.** This Bill of Lading and the applicable tariff(s) of the Carrier shall govern the relationship between Carrier and Shipper and shall have effect while the Goods are in the custody of the Vessel or Carrier, its agents, servants and independent contractors. In addition, this Bill of Lading is subject to the provisions of the United States Carriage of Goods by Sea Act, approved April 16, 1936 ("COGSA"), whether compulsorily applicable or not, and which are incorporated herein, except that if this Bill of Lading is issued at a place where any other Act, ordinance, or legislation gives statutory effect to the International Convention for the Unification of Certain Rules relating to Bills of Lading at Brussels, August 1924 ("Rules"), then this Bill of Lading shall have effect subject to the provisions of such Act, ordinance, or legislation. The applicable Act, ordinance, or legislation shall be deemed incorporated into this Bill of Lading; and no provision of this Bill of Lading shall be deemed a surrender by the Owner or Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under the Act. If any terms of this Bill of Lading and COGSA conflict with respect to carriage between United States ports, such Bill of Lading terms shall govern. If any terms of this Bill of Lading and COGSA or the Rules conflict with respect to carriage between United States and foreign ports, as defined in COGSA, such Bill of Lading terms shall be void to the extent of the conflict. Carrier's filed tariffs are incorporated into this Bill of Lading.

2. **DEFINITIONS.** In this Bill of Lading, the following definitions apply:

(a) "Carrier" means the company named as carrier on the face side of this Bill of Lading, the Vessel and her owners, operators, agents, demise and time charterers, substitute and inland carriers, and other persons to the extent bound by this Bill of Lading, whether acting as carrier or bailee;

(b) "Charges" means freight, demurrage, and all other charges for carriage, general average, salvage, special charges, expenses, and monetary obligations of any kind payable to Carrier or chargeable to or for account of the Goods or Shipper in accordance with applicable tariffs;

(c) "Container" or "Unit" means a single rigid, non-disposable dry cargo, ventilated, insulated, reefer, flat rack, vehicle rack or open top containers, having a closure or permanently hinged door, that allows ready access to the cargo used to consolidate and transport cargo;

(d) "Goods" means the cargo described on the front of this Bill of Lading and accepted from Shipper, including without limitation Containers, as defined above, containing the cargo and delivered to Carrier;

(e) "Intermodal Transport" means carriage of the Goods under this Bill of Lading by the ocean carrier and one or more inland carriers for a single freight charge to the Shipper;

(f) "Package" means the single largest unit of Goods delivered to Carrier for shipment pursuant to this Bill of Lading, provided, however, that in the case of Goods carried in a Container, as defined above, the word "Package" shall mean the Container. Governmental documents such as Shipper's Export Declarations shall not be considered

as an expression of intent of the parties' definition of package as herein defined.

(g) "Participating Carrier" means any other land, sea, or air carrier performing any part of intermodal transport described on the front of this Bill of Lading;

(h) "Person" means an individual, corporation, partnership, or any other entity;

(i) "Shipper" means the person named as shipper in this Bill of Lading, the consignee, the owner of the Goods, the holder of this Bill of Lading, and the person for whose account the Goods are shipped;

(j) "Vessel" means the vessel named in this Bill of Lading, any assisting or substitute vessels, any time or slot chartered vessel, and any lighter, towboat, or other conveyance used in performance of this Bill of Lading.

3. **CONTAINERS.** This Bill of Lading shall be evidence of Carrier's receipt only of the number of Containers shown on its face, not of any contents particularized or described by Shipper. The words "Clean on Board" or other words of similar effect shall not be construed as a representation by Carrier concerning the quality, quantity, or condition of the Goods. Unless this Bill of Lading specifies special arrangements between Carrier and Shipper and Shipper's payment of all required freight, Carrier will treat all Containers, including without limitation refrigerated, heated, insulated, ventilated, and other special Containers, as dry Containers. In no event shall Carrier accept responsibility for function or condition of Containers supplied or packed by or on behalf of Shipper. Carrier shall not be responsible for safe and proper stowage of Goods in Containers not packed by Carrier and shall not be liable for loss or damage caused by shifting, overloading, or failure to label, chock, lash, block, brace, or pack Goods properly in a Container.

Shipper shall inspect, clean, and properly seal each Container packed by Shipper or Shipper's agents. If Carrier supplies Containers, Shipper's acceptance and packing shall be *prima facie* evidence that the Containers were sound, clean, and suitable for use and shall relieve Carrier of responsibility for damage resulting from the condition of the Containers. Carrier's delivery of a Container with Shipper's seals intact shall be deemed complete and proper performance of Carrier's obligation under this Bill of Lading. Carrier shall not be liable for any loss, damage, or expense arising or resulting from breaking of seals by customs or other governmental authorities or other authorized entities to inspect contents of Containers. Shipper shall be liable to and shall defend and indemnify Carrier against personal injury and property damage, including but not limited to repair or replacement of Containers and other equipment, caused by improper stowage of Goods in Containers packed by Shipper or Shipper's agents or arising out of Shipper's use of Carrier's Containers and other equipment.

4. **PARTICULARS OF GOODS.** Shipper has furnished all references to marks, numbers, description, quality, quantity, gauge, weight, measure, kind, value, and any other particulars of the Goods included in this Bill of Lading; and Carrier shall not be responsible or liable for such particulars or their accuracy. Shipper warrants to Carrier that all references to particulars of the Goods are correct and complete; and Shipper shall indemnify Carrier and the Vessel against all liabilities, losses, damages, expenses, penalties, and fines arising or resulting from incorrect or insufficient marking, numbering, or addressing of Goods or description of the contents of Packages.

5. **SCOPE OF VOYAGE, LIBERTIES.** The scope of the contracted voyage shall include usual or customary ports of call, whether or not named in this Bill of Lading, and ports within or outside the geographical, advertised, or customary route or order, even though the Vessel may sail beyond or in a direction contrary to the port of discharge, return to the original port, or depart from the direct or customary route, and includes all canals, straits, and other waters. The Vessel may proceed or return directly or indirectly to any port or place, call at any port for purposes of the current voyage or a prior or subsequent voyage, omit calling at any scheduled port or ports, and call at the same port more than once. Before, during, or after loading the Goods, the Vessel may adjust compasses, drydock with or without Goods onboard, go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores in any quantity at Carrier's discretion, remain in port, sail with or without pilots, tow and be towed, and assist vessels in distress to save or attempt to save lives or property. All the foregoing are included in the voyage and shall not be considered deviations. All derelicts and salvage shall be for Carrier's sole benefit.

At Carrier's sole discretion, the Goods may be carried in a single shipment or in several shipments by vessel or other means of transport to accomplish the carriage. Carrier may substitute another vessel for the named Vessel at any time prior to or during the voyage and may subcontract handling, storage, or carriage of the Goods. Carrier makes no warranties as to the time of delivery of the Goods or delivery of the Goods for any particular use or market. If Shipper does not claim Goods within fifteen (15) days after discharge from the Vessel, or Carrier determines in its sole discretion that Goods will deteriorate, decay, or decline in value, Carrier may sell, abandon, or otherwise dispose of such Goods at Shipper's and the Goods' sole risk and expense.

6. **ONDECK CARRIAGE.** At Carrier's option all Goods accepted under this Bill of Lading may be carried either under deck or on deck without notice to Shipper, notwithstanding any contrary custom or practice of the trade. Shipper shall bear all risk of loss or damage by perils inherent in or incident to such carriage. Carrier's custody and carriage of such Goods shall be governed by the terms of this Bill of Lading, notwithstanding 46 U.S.C.A. §1301(c); and the Goods shall participate in general average.

7. **SPECIAL CIRCUMSTANCES.** In any situation which in Carrier's or the master's judgment is likely to give rise to risk of capture, seizure, detention, damage, delay, disadvantage to, or loss of the Vessel or any part of her cargo, or to make commencement or continuation of the voyage, entry into or discharge of the Goods at the port of discharge, or departure from the port of discharge unsafe, imprudent, unlawful, or impossible, Carrier or the master may require Shipper to take delivery of the Goods at the port of shipment and, if Shipper fails to do so, may discharge and warehouse the Goods at Shipper's risk and expense. Alternatively Carrier or the master, as Shipper's agent, shall have discretion to discharge Goods or unpack Containers at the port of shipment or at any other port in depot, warehouse, lighter, craft, or other place, to retain Goods onboard until Carrier or the master deems discharge advisable, or to forward Goods by any means to any port or place at Shipper's risk and expense.

Discharge of Goods under this Clause shall constitute complete delivery and performance pursuant to this Bill of Lading, and Carrier shall have no further responsibility. Goods discharged from the Vessel

under this Clause shall be at Shipper's risk and expense, and Shipper shall pay all charges incurred. When Carrier oncarries Goods from the port at which they are discharged under this Clause to the place of delivery named in this Bill of Lading, Shipper shall pay all additional charges and transportation costs.

8. **TRANSSHIPMENT.** Carrier may transship and forward all or any part of the Goods whenever they are consigned to a place where the Vessel does not expect to discharge or whenever Carrier deems such action advisable. Transshipment and forwarding may be made at the port of shipment or at any other place, whether or not within the scope of the contracted voyage, and by any vessels or other means of water, land, or air transportation or combination selected by Carrier, whether or not operated by Carrier, regardless of actual or scheduled time of arrival or departure compared with other means of transportation or carriers. Each transshipment or forwarding shall be governed by the oncarrier's regular bill of lading, freight note, contract, or other shipping document, whether or not issued, even though terms may be less favorable to Shipper than this Bill of Lading and even though Carrier has issued its own through Bill of Lading, in which case such issuance is for convenience only and does not bind Carrier after discharge of the Goods from Carrier's Vessel. Carrier shall not be liable for any detention, delay, misdelivery, conversion, loss, or damage after the Goods have been discharged from Carrier's Vessel. In all matters connected with transshipment or forwarding, Carrier shall act solely as Shipper's forwarding agent and have no further responsibility; Shipper expressly authorizes Carrier to arrange with the oncarrier for the lowest valuation of the Goods and limitations of liability in the oncarrier's bill of lading or other documents. Shipper and the Goods shall be liable for all additional costs, including without limitation storage, cartage, handling, and oncarrying rate increases beyond those used in computing freight charges on this shipment. Pending or during transshipment, Carrier, as Shipper's agent, may store the Goods in any place, ashore or afloat, at Shipper's and the Goods' risk and expense.

Carrier may exercise discretion without notice to require and arrange that the Goods be lightered to or from the Vessel at Shipper's and the Goods' risk and expense. Carrier shall have no further responsibility, including without limitation responsibility for choice, condition, seaworthiness, manning, or loading of such lighter or craft or for loss or damage while the Goods are onboard such lighter or craft or in the custody of lightermen, who shall be Shipper's agents. If Carrier elects to lighter the Goods in lighters or craft operated or controlled by it, Carrier shall have the benefit of all liberties, rights, exemptions, immunities, and limitations in this Bill of Lading with respect to such lighterage and may collect the lighterage cost from Shipper.

9. **GOVERNMENTAL OR OTHER ORDERS.** Carrier, the Vessel, and the master shall have liberty to comply with any direction, recommendation, order, requirement, or suggestion as to the Vessel, her voyage, employment, movement, disposition, and other matters relating to the Goods, including without limitation loadings, departures, arrivals, routes, zones, ports of call, stoppages, discharges, destinations, or deliveries, given by the government of the nation under which flag the Vessel sails, any other government or local authority, or any person perceived by Carrier as having the right to give directions or recommendations under terms of the war-risk insurance on the Vessel. In addition to all other liberties, Carrier shall have the right to withhold delivery of, re-ship, deposit, or discharge the Goods at any

place, surrender or dispose of the Goods in accordance with any direction, condition, or agreement imposed on or exacted from Carrier by any government, governmental agency, or person purporting to act with governmental authority. Carrier shall have no further responsibility for the Goods, which shall be at Shipper's risk and expense; and Carrier shall have a lien on the Goods pending Shipper's payment of all expenses and charges. Any act or omission by Carrier, the Vessel, or the master in complying shall not be a deviation; and Carrier shall have but shall not be limited to the liberties as to disposition of the Goods delineated in Clause 8 above. Delivery or disposition of the Goods in accordance with such direction, recommendation, order, requirement, or suggestion shall be deemed in accordance with and fulfillment of the contract voyage. Carrier and the Vessel may carry Goods declared by any belligerent as contraband, persons belonging to or intending to join any belligerent's armed forces or government service, explosives, munitions, warlike stores, and hazardous cargo and may sail armed or unarmed with or without convoy.

10. **COOPERAGE, FINES.** Shipper shall be liable to Carrier for payment of all charges and expenses caused by extra handling of the Goods for any reason, including without limitation mending, cooping, bailing, or reconditioning of Goods or Packages and gathering loose contents of Packages. Also, Shipper shall be liable for any payment, expense, fine, dues, duty, tax, import, loss, damage, or detention incurred by or levied on Carrier or the Vessel in connection with the Goods, including without limitation action or requirement of any government or person purporting to act under governmental authority, seizure or attempted seizure under legal process, failure to procure consular or any other certificates to accompany the Goods or to comply with laws or regulations imposed with respect to the Goods, and any other act or omission of Shipper. Shipper shall be liable to Carrier for the payment of all charges and for the obligation of each of them and shall pay all expenses caused by extra handling of the Goods for any reason whatsoever.

11. **CONDITION OF GOODS.** If Carrier or the master decides that all or part of the Goods cannot be carried or carried farther safely or properly or that additional expense or measures relating to the Goods are necessary, Carrier or the master may incur any reasonable additional expense and take any measures to continue or abandon carriage or to store the Goods ashore or afloat under cover or in the open at any place without prior notice to Shipper. Such actions shall constitute proper delivery under this Bill of Lading, and Shipper shall indemnify Carrier against any additional expense incurred.

12. **DANGEROUS GOODS, CONTRABAND.** (a) Carrier undertakes to carry Goods of an explosive, flammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, or dangerous nature only after Carrier's written acceptance of Shipper's application for carriage. Such application must be in writing and accurately state the nature, name, identification number, United Nations (UN) or North America (NA), label, and classification of the Goods, the method of rendering them innocuous, and the full names and addresses of Shipper and Consignee.

(b) Shipper warrants that it has properly packed, loaded, classified, described, marked, and labeled all hazardous materials in accordance with application regulations of the Department of Transportation or other governmental agencies or intergovernmental bodies, and that all such Goods are in proper condition for

transportation by Carrier. Shipper shall ensure that the nature of the Goods referenced in subparagraph (a) above is distinctly and permanently marked and manifested on the outside of each Container and all individual cartons or wrappings. In addition Shipper shall submit all certificates and other documents required by Carrier and applicable treaties, statutes, and regulations.

(c) Whenever Carrier receives Goods which are not in compliance with subparagraphs (a) and (b) above or Goods which are contraband or prohibited by laws or regulations of any port of loading, discharge, or call or any place or waters where the Vessel sails during transport, Carrier shall have absolute discretion to render innocuous, throw overboard, discharge, or dispose of such Goods without compensation to any party. Shipper shall be liable for and indemnify Carrier against liability, loss, and damage, including without limitation loss of freight and all expenses and fines directly or indirectly arising out of or resulting from such Goods.

(d) Carrier may exercise the right delineated in subparagraph (c) above whenever goods received in compliance with subparagraphs (a) and (b) above become dangerous to Carrier, Vessel, cargo, persons, or other property.

(e) With respect to Goods subject to this Clause, Carrier has the right to inspect the contents of all cartons or wrappings at any time and in any place without Shipper's agreement and at Shipper's risk and expense.

(f) Notwithstanding any provision whether written or printed contained in this Bill of Lading, it is agreed that nuclear fuels, radioactive waste, and their products are specifically excluded from Goods permitted to be loaded or carried as cargo under this Bill of Lading. This exclusion does not apply to radio isotopes used or intended to be used for any industrial, commercial, agricultural, medical, or scientific purposes, provided Shipper has obtained Carrier's written approval prior to loading.

13. **EARNED FREIGHT, OTHER CHARGES.** Full freight and charges to and at port of discharge named in this Bill of Lading shall be deemed completely and irrevocably earned upon Carrier's receipt of the Goods, irrespective of whether the freight is stated or intended as prepaid or collect. Carrier shall be entitled to receive and retain all freight and charges irrevocably under all circumstances, whether Vessel or Goods are lost or not lost or the voyage is interrupted, frustrated, or abandoned. If interruption, frustration, or abandonment of the voyage occurs, forwarding all or part of the Goods shall be at Shipper's and the Goods' risk and expense. At Carrier's option freight shall be payable on actual gross weight, measurement, or value, as stated in Carrier's tariffs. Carrier may calculate freight based on particulars of the Goods furnished by Shipper; but Carrier at any time shall have the right but not the duty to open Shipper's Containers and cartons to examine, weigh, measure, and value the Goods. If Carrier finds that Shipper's particulars are erroneous and that additional freight is payable, Shipper and the Goods shall be liable for the correct freight charges and for all expenses incurred in examining, weighing, measuring, and valuing the Goods.

Shipper shall pay freight, demurrage, and other charges to Carrier in United States currency without discount or offset at such place and in such manner as Carrier directs. Payment of freight to freight forwarders, NVOCCs, consolidators, brokers, or any persons other than Carrier or Carrier's specifically authorized agents is not payment to Carrier and is at payor's sole risk. Carrier shall have a

lien on the Goods for all freight and other charges payable under this Bill of Lading and for costs of collection, including attorney's fees; such lien shall survive delivery. Carrier shall have the right to sell the Goods by public auction or private sale without notice to Shipper or any other person.

14. **BOTH-TO-BLAME COLLISIONS.** If the Vessel collides with an another ship as a result of the negligence of the other ship and any act, neglect, or default of the master, mariners, pilots, or servants of Carrier in navigation or management of the Vessel, Shipper shall indemnify Carrier against all liability for loss incurred directly or indirectly by the other or non-carrying ship and her owners, insofar as such liability represents a claim for loss of or damage to the Goods or a claim by Shipper paid or payable by the other or non-carrying ship and recovered by the other or non-carrying ship or her owners as part of their claim against Carrier, the Vessel, or her owners. This Clause also shall apply when the owners, operators, or those in charge of any ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

15. **GENERAL AVERAGE/NEW JASON CLAUSE.** General Average shall be adjusted, stated, and settled according to York/Antwerp Rules 1994, with Rule XXII excluded, and, as to matters not provided by those Rules, according to the laws and usages at Jacksonville, Florida. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause, whether or not due to negligence, for which or for the consequences of which Carrier is not responsible by statute, contract, or otherwise, Shipper and the Goods, jointly and severally, shall contribute with Carrier in General Average to payment of any sacrifices, losses, or expenses of a General Average nature and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by Carrier, salvage shall be paid as fully as if such salving ship belonged to strangers.

An Adjuster appointed by Carrier shall prepare any required General Average Statement. Such Adjuster shall attend to settlement and collection of General Average, subject to customary charges. Before delivery of the Goods, Shipper and the Goods shall deliver to Carrier an Average Agreement or bond and any required cash deposit or other security that Carrier or its agent deems sufficient as additional security for the contribution of, and for any salvage and special charges on, the Goods. Any cash deposited as security or additional security to pay General Average, salvage, and special charges shall be in United States currency. Disbursements in foreign currencies shall be converted and exchanged into United States currency at the rate prevailing on the dates made, and allowances for cargo damage claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the Vessel. Any refunds or credit balances shall be paid in United States currency.

16. **STRIKES.** If Carrier or the master is of the opinion that an actual or threatened labor disturbance, including without limitation strike, lockout, stoppage, and restraint of labor from any cause, will prevent or delay reaching the loading berth, loading of cargo, or departure from the loading port or may result in damage to the Vessel or her cargo or injury to the Vessel's crew, Carrier shall have the option to wait at or off the loading berth until Carrier or the master determines that the Vessel can enter safely, to cancel carriage of the Goods pursuant to this Bill of Lading, to depart from the loading berth

with whatever Goods have been loaded onboard the Vessel, or with Shipper's consent to load the Goods at Shipper's expense at an alternate port. If Carrier or the master is of the opinion that an actual or threatened labor disturbance, including without limitation strike, lockout, stoppage, and restraint of labor from any cause, will prevent or delay the Vessel from reaching the unloading berth, unloading of cargo, or departure from the unloading port or may result in damage to the Vessel or her cargo or injury to the Vessel's crew, Carrier shall have the option to wait at or off the unloading berth until Carrier or the master determines the Vessel can enter safely or to discharge all or part of the Goods at an alternate port, the next scheduled port of call, or the loading port. Such discharge shall constitute complete delivery under this Bill of Lading.

17. **EXCEPTIONS.** Carrier shall not be liable for any loss, damage, delay, or failure in performance hereunder occurring at any time, including before loading on or after discharge from the Vessel or during any voyage, arising or resulting from threat, occurrence, or aftereffects of one or more of the following: act of God; act of war; *force majeure*; quarantine restrictions; embargo; acts of public enemies, pirates, or assailing thieves; arrest or restraint of princes, rulers, or people; seizure under legal process; act or omission of Shipper, its agents, or representatives; partial or general strikes, lockouts, stoppages, or restraints of labor from any cause; riot or civil commotion; act, neglect, or default of the master, pilots, mariners, or other servants of Carrier in navigation or management of the Vessel; barratry; ice; fire unless caused solely by Carrier's design or privity; explosion; collision; stranding; perils, dangers, and accidents of the sea or other navigable waters; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the Goods, insufficiency of packing, insufficiency or inadequacy of marks, bursting of boilers, breakage of shafts, or any latent defect in hull, equipment, machinery, hawsers, or lines; unseaworthiness not caused solely by Carrier's want of due diligence at inception of the voyage to make the Vessel seaworthy or to have her properly manned, equipped, and supplied; saving or attempting to save life or property at sea or any deviation in rendering such service; loss of or material damage to the Vessel; and any other cause beyond Carrier's control.

18. **LUMBER, PLYWOOD, ETC.** Neither Carrier nor the Vessel shall be responsible for stains, discolorations, holes, chafage, snakes, breakage, or splitting of lumber, plywood, or wood products, whether or not unprotected or partly covered, from any cause.

19. **RUST.** Superficial rust, oxidation, or any similar condition due to moisture is not damage but is a condition inherent in the nature of the Goods. Acknowledgment by Carrier of receipt of the Goods in apparent good order and condition is not a representation that rust, oxidation, or similar conditions did not exist at the time of receipt.

20. **PERISHABLE GOODS, REFRIGERATION, HEAT, VENTILATION.** Carrier will furnish refrigerated, heated, insulated, or mechanically ventilated Containers only if Shipper contracts for such Containers and pays the applicable tariff rates. Refrigerated, heated, insulated, and mechanically ventilated Containers are equipped only to maintain and not to change the temperature of Goods. Shipper is responsible for bringing the goods to the proper temperature before loading the Goods into the containers, proper stowage of the Goods within the container, setting the temperature on the containers (including maintenance and repair), during all times before containers are delivered to the

Carrier and after they are delivered by the Carrier. If a carriage temperature is noted on the front of this Bill of Lading, Shipper shall deliver the Goods to Carrier at the noted temperature, at plus or minus 5 ° F. Carrier is not responsible for deterioration of the Goods received outside such temperature range or for loss or damage caused by inherent vice, defects in the Goods, or transit times in excess of the shelf life of the particular Goods. While a Container is in Carrier's actual possession, Carrier will exercise reasonable care in its operation and maintenance but does not warrant refrigeration, heating, or ventilation machinery in any respect.

21. **LIVE CARGO.** Carrier's receiving, keeping, and transporting of live cargo, including without limitation plants, animals, birds, and fish, shall be without any warranty or undertaking and at Shipper's sole risk. Neither Carrier nor the Vessel shall be responsible for loss, accident, disease, injury, or mortality to such live cargo.

22. **NO VALUABLES.** Shipper shall not ship, and Carrier will not accept, bank bills, coin, or currency; deeds, drafts, notes, or valuable papers of any kind; postage stamps; precious metals, precious stones, and jewelry; revenue stamps; antiques; and any other old, rare, or precious articles of extraordinary value. Neither Carrier nor the Vessel shall be responsible for loss of or damage to such property.

23. **EXTENSION OF BENEFITS.** All exceptions, exemptions, defenses, immunities, limitations of liability, privileges, and conditions provided by this Bill of Lading, applicable tariff, COGSA, the Rules, and any other applicable law to and for the benefit of Carrier or the Vessel shall also apply to and for the benefit of the Vessel's master, officers, and crew; all Carrier's parent, subsidiary, and affiliated corporations and those under the same management as Carrier, as well as said corporations' directors, officers, employees, and agents; and all parties performing services for or on behalf of Carrier or the Vessel as employees, servants, agents, or contractors, including without limitation stevedores, terminal operators, and inland carriers, as well as all such persons' directors, officers, employees, servants, agents, and subcontractors.

24. **CARGO INSURANCE.** Shipper must consult Carrier's tariffs to determine whether Carrier has provided cargo insurance for the trade and type of Goods described in this Bill of Lading and what the terms, conditions, and limits of such insurance are. If the tariffs are silent on the subject, no insurance is included in Carrier's charges. If this Bill of Lading specifies an Insured Value given by Shipper for the Goods, Carrier will provide Shipper's Interest cargo insurance in accordance with the terms, conditions, and limitations of Carrier's tariffs, which specify rates for such insurance. Carrier will have no other responsibility to Shipper regarding insurance.

25. **VALUATION, LIMITATION OF LIABILITY.** For shipments between ports in the continental United States and Puerto Rico and between ports in the continental United States and the U.S. Virgin Islands covered by cargo insurance provided by Carrier as set forth in the Carrier's tariff, Carrier's liability for loss, damage, or misdelivery of Goods shall not exceed the amounts set forth in such tariff. For all other shipments, Carrier's liability for loss, damage, or misdelivery of Goods shall not exceed \$500 per Package, or in the case of Goods not shipped in Packages, per customary freight unit. In the case of Goods carried in Containers as defined in this Bill of Lading, the word "Package" shall mean the Container. To obtain a higher valuation of the Goods, Shipper must declare in writing the nature and valuation on delivery of the Goods to Carrier; such Declared Value must

be inserted into this Bill of Lading; and Shipper must pay extra freight, as required by applicable tariffs to obtain the benefit of such higher valuation. In such event the value of the Goods shall not exceed such Declared Value, and any partial loss or damage shall be adjusted *pro rata* on the basis of such Declared Value. No oral declaration or agreement shall be evidence of a value different from that stated in this Bill of Lading. Carrier shall have the option to replace any lost Goods and to replace or recondition any damaged Goods. In no event shall Carrier be responsible for incidental or consequential damages, including without limitation extra expense, loss of profits, loss of use of property, or delay, whether resulting from Carrier's negligence, breach of this Bill of Lading, or otherwise, even if Carrier could have foreseen or was advised by Shipper as to the possibility of such damages.

26. **RELEASED VALUATION.** This Bill of Lading or Carrier's tariffs may contain a released valuation for the Goods. Shipper can obtain the terms of such released valuation from Carrier and can arrange through Carrier to declare full value for the Goods in consideration for payment of increased freight and any other applicable charges.

27. **INTERMODAL TRANSPORT.** If this is a Through Bill of Lading, Carrier shall have the right at its sole discretion to select any mode of land, sea, or air transport and to arrange participation by other carriers to accomplish the Intermodal Transport. Any liability of Carrier for loss of or damage to the Goods during the course of the entire Intermodal Transport shall be:

(a) For loss or damage occurring while Goods are in Carrier's actual custody, liability shall be in accordance with the terms of this Bill of Lading and Carrier's tariffs.

(b) For loss or damage occurring while the Goods are in a Participating Carrier's custody, only the Participating Carrier shall be responsible; and any liability of such Participating Carrier shall be determined by the terms, conditions, and provisions of the participating carrier's bill of lading, whether or not issued, tariffs, and laws compulsorily applicable under the circumstances.

(c) If it cannot be ascertained when or where the loss or damage occurred during the intermodal transport, or if a Participating Carrier or bailee does not have a published tariff or contract, then the loss or damage shall be deemed to have occurred during ocean carriage while the Goods were in Carrier's custody.

28. **NOTICE OF LOSS OR DAMAGE, TIME FOR CLAIM AND SUIT, EXCLUSIVE JURISDICTION.** (a) Unless written notice specifying the nature of loss or damage is delivered to Carrier or its agents before or at time of delivery of the Goods to Shipper, such delivery shall be *prima facie* evidence of Shipper's receipt of the Goods described in this Bill of Lading in good order and condition. If the loss or damage is not apparent before or at the time of delivery, such notice must be given to Carrier or its agent at the port of discharge within three (3) days of delivery. Carrier must receive any claim against Carrier or the Vessel for loss or damage, including a documented proof of loss, within six (6) months from the date on which Carrier delivered or should have delivered the Goods to Shipper. Any claim not received with said six (6) month period shall be denied. In any event Carrier and the Vessel shall be discharged from any liability unless suit is brought within one (1) year after the Goods were delivered or should have been delivered. Suit shall not be deemed brought against Carrier or the Vessel unless jurisdiction has been obtained over Carrier, the

Vessel, or both, and service of process on Carrier or the Vessel has been effected.

(b) For intermodal shipments involving land transport in the United States, Shipper must file any claim with the delivering or receiving Participating Carrier, as well as Carrier, within nine (9) months after the Goods were delivered or should have been delivered. Suit must be brought within the time specified in the Participating Carrier's contract or tariff.

(c) **DISPUTE RESOLUTION.** At Carrier's option, unresolved disputes arising under or relating to this bill of lading may be subject to arbitration in Jacksonville, Florida pursuant to the Rules of the Society of Maritime Arbitrators, or litigation in the United States District Court for the Middle District of Florida in Jacksonville, Florida. In either case, Shipper consents such jurisdiction and venue, and waives all objections as to the convenience of the forum.

29. **HEADINGS FOR CONVENIENCE.** Headings of clauses are for the convenience of reference only and shall not affect the interpretation of this Bill of Lading and its terms.

30. **FURTHER AGREEMENTS.** This Bill of Lading supersedes all prior agreements or freight engagements for shipment of the Goods. At Carrier's option a signed original Bill of Lading, duly endorsed, shall be surrendered to Carrier on delivery of the Goods. Carriage of the Goods under this Bill of Lading is subject to all terms and provisions of Carrier's tariffs on file with the Federal Maritime Commission, the Surface Transportation Board, or other regulatory body having jurisdiction over particular aspects of carriage. The terms of said tariffs are incorporated into, and are terms and conditions of, this Bill of Lading. Copies of said tariffs are available for inspection at the offices of Carrier and its agents.

31. **APPLICABLE LAW.** This Bill of Lading shall be construed according to the laws of the United States. The terms of this Bill of Lading shall be separate and, if any part or term hereof shall be held invalid, such holding shall not affect the validity of enforceability of any other part or term hereof. Nothing contained in this Bill of Lading shall be deemed a surrender, waiver or reduction by the Carrier, or operate to deprive the Carrier, of any of its rights, immunities, exemptions, limitations or liberties, or an increase of any of its responsibilities or liabilities under the aforementioned laws or any other laws.

Effective: 03/01/2016