Fill in this information to identify the case:

Debtor Ample, Inc.

United States Bankruptcy Court for the: Southern District of Texas (State)

Case number 25-90817

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

CPC

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
See summary page	
Contact phone 82-10-3282-4124	Contact phone
Contact email kimoscar@gmail.com	Contact email

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

25908172601120523580000248

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 22777.85 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Goods sold

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

25908172601120523580000248

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/04/2026
MM / DD / YYYY

/s/OSCAR KIM
Signature

Print the name of the person who is completing and signing this claim:

Name: OSCAR KIM
First name | Middle name | Last name

Title: MANAGING DIRECTOR

Company: C P C
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____

25908172601120523580000248

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 475-7847 | International (781) 575-2036

Debtor:
25-90817 - Ample, Inc.
District:
Southern District of Texas, Houston Division

Creditor:
CPC
97 SIHEUNG-DAERO
#23-209
Seoul, Geumcheon-ku, S. Korea, 08639
S. Korea
Phone:
82-10-3282-4124
Phone 2:
Fax:
82-504-316-4124
Email:
kimoscar@gmail.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Creditor

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Goods sold

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
22777.85

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

Submitted By:
OSCAR KIM on 04-Feb-2026 7:10:13 p.m. Pacific Time
Title:
MANAGING DIRECTOR
Company:
C P C

VN: 55D56C6B3F3B9584C94DBCD1271340B3

COMMERCIAL INVOICE

①Shipper/Exporter

C P C

97, SIHEUNG-DAERO, #23-209 SIHEUNG DIST. COMPLEX
GEUMCHEON-GU, SEOUL 08639, KOREA
TEL : +82-(0)10-3282-4124 FAX : +82-(0)2-6095-0505

②For account & risk of messrs

AMPLE INC.
100 HOOPER. SUITE 25
SAN FRANCISCO, CA 94107, USA

TEL: 617-229-9829

③Notify party

SAME AS ABOVE

④Port of loading: BUSAN, KOREA

⑤Final destination: SAN FRANCISCO, CA

⑥Carrier: **SM SHANGHAI 2504E**

⑦Sailing on or about: **Jun-14-2025**

⑧No. & date of invoice: CPC-25727 26-May-2025

⑨No. & date of L/C

⑩L/C issuing bank

T/T 30 days

⑪Remarks

SHIP TO ;

245 S Spruce Ave, Ste 200
South San Francisco, CA, 94080,
USA

⑫Mark and numbers of PKGS

AMPLE INC.
SAN FRANCISCO
P/O NO :
P/N NO :
QNTY : PCS
PALLET : 1 - 3
MADE IN KOREA

⑬Description of goods

ALUMINIUM DIE CASTINGS

P/O NO : 8688				**FCA KOREA**
AI-27225-10 : BM V17 Bar-A	825	PCS	US$6.88	US$5,676.00
(MA:ADC12 478 GR/PC, HS CODE : 8507.60.9000)				
AI-27226-8 : BM V17 Bar-B	1,053	PCS	US$5.33	US$5,612.49
(MA:ADC12 300 GR/PC, HS CODE : 8507.60.9000)				
AI-27227-8 : BM V17 Bar-C	1,240	PCS	US$1.93	US$2,393.20
(MA:ADC12 104 GR/PC, HS CODE : 8507.60.9000)				
AI-27228-8 : BM V17 Bar-D	1,251	PCS	US$2.96	US$3,702.96
(MA:ADC12 213 GR/PC, HS CODE : 8507.60.9000)				
AI-27240-5 : BM V17 Control Module-Top Panel	1,200	PCS	US$1.60	US$1,920.00
(MA:ADC12 78 GR/PC, HS CODE : 8507.60.9000)				
AI-29355-4 : BM V17 Control Module-Bottom Panel	1,338	PCS	US$1.90	US$2,542.20
(MA:ADC12 90 GR/PC, HS CODE : 8507.60.9000)				
P/O NO : 8731				
AI-29355-4 : BM V17 Control Module-Bottom Panel	490	PCS	US$1.90	US$931.00
(MA:ADC12 90 GR/PC, HS CODE : 8507.60.9000)				
	7,397	PCS		US$22,777.85

Very Truly Yours,



Oscar Kim / Managing Director

PACKING LIST

①Shipper/Exporter

C P C

97, SIHEUNG-DAERO, #23-209 SIHEUNG DIST. COMPLEX
GEUMCHEON-GU, SEOUL 08639, KOREA
TEL : +82-(0)10-3282-4124 FAX : +82-(0)2-6095-0505

⑧No. & date of invoice

CPC-25727 26-May-2025

⑨No. & date of L/C

⑩L/C issuing bank

T/T 30 days

②For account & risk of messrs

AMPLE INC.
100 HOOPER. SUITE 25
SAN FRANCISCO, CA 94107, USA
TEL: 617-229-9829

⑪Remarks

③Notify party

SAME AS ABOVE

④Port of loading	⑤Final destination
BUSAN, KOREA	SAN FRANCISCO, CA
⑥Carrier	⑦Sailing on or about
SM SHANGHAI 2504E	**Jun-14-2025**

⑫Mark and numbers of PKGS

AMPLE INC.
SAN FRANCISCO
P/O NO :
P/N NO :
QNTY : PCS
PALLET : 1 - 3
MADE IN KOREA

⑬Description of goods

ALUMINIUM DIE CASTINGS

PALLET NO	COMMODITY	PCS PER CT	CT Q'TY	TOTAL Q'TY
1	AI-27225-10 : BM V17 Bar-A	20	42 (42th:5pcs)	825 PC(S)
2	AI-27226-8 : BM V17 Bar-B	50	22 (22th:3pcs)	1,053 PC(S)
	AI-27227-8 : BM V17 Bar-C	100	13 (13th:40pcs)	1,240 PC(S)
	AI-27228-8 : BM V17 Bar-D	60	6	360 PC(S)
3	AI-27228-8 : BM V17 Bar-D	60	15 (15th:51pcs)	891 PC(S)
	AI-27240-5 : BM V17 Control Module-Top Panel	150	8	1,200 PC(S)
	AI-29355-4 : BM V17 Control Module-Bottom Pane	150	9 (9th:138pcs)	1,338 PC(S)
	AI-29355-4 : BM V17 Control Module-Bottom Pane	150	4 (4th:40pcs)	490 PC(S)

* NET WEIGHT : 1,369 KGS
* GROSS WEIGHT : 1,421 KGS
* VOLUME : 1) 1100 X 1100 X 1040 (H)
2) 1100 X 1100 X 1040 (H)
3) 1100 X 1100 X 910 (H)

Very Truly Yours,



Oscar Kim / Managing Director

SEA WAYBILL

NON-NEGOTIABLE

FOR PORT-TO-PORT TRANSPORT OR COMBINED TRANSPORT

flexport

SEA WAYBILL

Exporter / Shipped From	Booking Number	Bill of Lading Number	B/L Issue Date
C P C 97, SIHEUNG-DAERO, #23-209 SIHEUNG DIST. COMPLEX GEUMCHEON-GU, SEOUL 08639, KOREA TEL : +82-(0)10-3282-4124 FAX : +82-(0)2-6095-0505	FLEX-3246164	FLXT-00003246164A	Jun 19, 2025
	MBL Ref. No. SMLMSEL5H7069100		
	NRA Number FLXT-3246164-4146206	AMS Ref. No. SHPT23604421	
Consignee / shipped to AMPLE INC. 100 HOOPER. SUITE 25 SAN FRANCISCO, CA 94107, USA TEL: 617-229-9829	Place of Pickup	Pre-carriage By	
	Port of Loading Busan, South Korea	Vessel & Voyage SM SHANGHAI - 2504E	
	Port of Unloading Long Beach, California	Places of Delivery Long Beach, CA, United States	
Notify Party AMPLE INC. 100 HOOPER. SUITE 25 SAN FRANCISCO, CA 94107, USA TEL: 617-229-9829	Forwarding Agent AGL CO., LTD. as agent of Flexport Korea Inc. B-608 Woorim Blue-9, 583 Yangcheon-ro, Gangseo-gu, Seoul, Korea (07547) TEL: 82-2-323-6765(Import Div.) FAX:82-2-2093-1747		
	Destination Agent Flexport International LLC		
	Agent Reference Number	Point of Origin/ FTZ Number	Containerized LCL

Marks and Numbers	No. of Containers	Description of Packages and Goods	Gross Weight	Measurement
Container TRLU5941085 **Seal SM863138** AMPLE INC. SAN FRANCISCO P/O NO : P/N NO : QNTY : PCS PALLET : 1 - 3 MADE IN KOREA	**1 x 40 ft HC Dry**	Container SLAC 3 PACKAGES 3 PACKAGES OF ALUMINIUM DIE CASTINGS HS CODE : 8507.60 INV NO. CPC-25727	1,421.00 kg	3.647 cbm
Total		**SLAC 3 PACKAGES**	**1,421.00 kg**	**3.647 cbm**

Containers	Declared Value

Special Instructions	Freight Charges (and description)
CFS - CFS Cargo covered by this Bill of Lading has been co-loaded with cargo of Shipco Transport	Freight Collect

Flexport's terms and conditions of service pursuant to this bill of lading or when acting in the capacity of a non-vessel operating common carrier are incorporated by reference and can be found at https://www.flexport.com/terms-and-conditions/. Additionally, for all Sea Waybills, the CMI Uniform Rules for Sea Waybills shall also apply (and shall govern in accordance with Flexport's terms and conditions), pursuant to which Shipper irrevocably relinquishes its right to control over the shipment by authorizing Flexport to proceed with the issuance of a Sea Waybill.	Loaded on Board Jun 19, 2025

By: Flexport International LLC
As Carrier FMC-OTI No. 025219NF

x

SEA WAYBILL

NON_NEGOTIABLE

FOR PORT-TO-PORT TRANSPORT OR COMBINED TRANSPORT

1. (Definitions) When used in this Bill of Lading (A) "Carrier" means Flexport International LLC. (B) "Inland Carrier" means carriers (other than the Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (C) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by the Carrier plus one or more Inland Carriers. (D) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (E) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading. (F) "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well. (G) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (H) "Container" includes any containers (including an open top container) flat rack, platform, trailer, transportable tank, pallet or any other device used for transportation of goods. (I) "Laden on Board" or similar words endorsed on this Bill of Lading means that the Goods have been loaded on board the Vessel or are in the custody of the Carrier, and in the event of Combined Transport if the originating carrier is an Inland Carrier. "On Board" means that the Goods have been loaded on board rail cars or other means of Inland carriage or are in the custody of a participating railroad or other Inland Carrier. (J) "Subcontractor" includes stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods. (K) "United States" or "U.S." means the United States of America.

2. (Clause Paramount) (A) Insofar as this Bill of Lading covers carriage of Goods by water, this Bill of Lading shall have effect subject to the provisions of the "Hague Rules", namely the International Conventions for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, as amended (including, where enacted, the Protocol dated at Brussels, February 23, 1968, known as the Visby Rules), as enacted in the country of shipment. When no such enactment is in force in the country of shipment or is otherwise compulsorily applicable, the Hague Rules as enacted in the country of destination shall apply. When no such enactment is in force in the country of shipment or in the country of destination, or is otherwise compulsorily applicable, the terms of the Hague Rules as enacted by the Convention shall apply. (B) If this Bill of Lading covers Goods moving to or from ports of the United States in foreign trade, then carriage of such goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 U.S.C. P1300-1315 as amended (hereinafter "U.S. COGSA"), the terms of which shall be incorporated herein. The provisions of U.S. COGSA shall (except as otherwise specifically provided in this Bill of Lading) govern throughout the time when the Goods are in the custody of the Carrier and any other water carrier and as otherwise provided in this Bill of Lading.

3. (Law and Jurisdiction) Whenever the Carriage of Goods by Sea Act 1936 (COGSA) of the United States of America applies, this contract is to be governed by United States Law. In all other cases actions against the Carrier may be instituted only in the country where the Carrier has its principal place of business and shall be decided according to the law of such country.

4. (Limitation of Liability Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection, exemption from, or limitation of liability authorized by the applicable laws, statutes, or regulations of any country.

5. (Sub-Contracting: Exemptions and Immunities of Subcontractors) (A) The Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carrier of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor (as defined in Article 1 (J), or Subcontractor, of Carrier, except Inland Carriers where otherwise appropriate, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify the Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, every Subcontractor (and Subcontractor's Subcontractor) shall have the benefit of all provisions in this Bill of Lading for the benefit of the Carrier as if such provisions were expressly for the Subcontractor's benefit. In entering into this contract the Carrier, to the extent of those provisions, does so not only on its own behalf of such Subcontractors.

6. (Route to Transport) (A) The Goods may, at the Carriers absolute discretion, be carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever, whether or not such route is the direct, advertised, or customary route. (B) The Vessel shall have liberty to call and/or stay at any port or place in or out of the direct, advertised, or customary route, once or more often and in any order, and/or to omit calling at any port or place whether scheduled or not. (C) The Vessel shall have liberty , either with or without the Goods on board and either before or after proceeding toward the port of discharge to adjust to compasses and other navigational instruments, make trial trips or tests, dry dock, go to repair yards, shift berths, take on fuel or stores, embark or disembark any person, carry contraband, explosives, munitions, war-like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save life or property. (D) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part, and notice to merchant of such sailing is hereby waived. Carrier may forward the Goods under the terms of this Bill of Lading on the next available ship or at Carrier's option by any other means of transportation, whether by land, water or air. (E) At Carrier's option and without notice to Merchant, another ship or ships may be substituted for the Vessel named in this Bill of Lading, whether or not the substitute ship is owned or operated by Carrier or arrives or departs, or is scheduled to arrive or depart, before or after the Vessel named by this Bill of Lading. (F) Any action taken by the Carrier under this Article 6 shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights, and immunities contained in this Bill of Lading.

7. (Responsibility) (A) Insofar as this Bill of Lading is used for Port-to-Port Transportation of the Goods, the Carrier shall not be responsible for loss of or damage to the Goods caused before loading or after discharge. "Loading" shall be deemed to commence with the hooking on the vessel's tackle, or if not using the vessel's tackle, with the receipt of the Goods on deck or in the hold of (if the Goods are in bulk liquid) in the vessel's permanent pipe connections. "Discharge" shall be deemed to be completed when the Goods have been unhooked from the vessel's tackle or removed from the vessel's deck or passed beyond the vessel's permanent pipe connections. (B) Insofar as this Bill of Lading is used for combined transport of the Goods, the responsibility of the Carrier and each Inland Carrier with respect to the Goods shall be limited to the period when the carrier has custody of the Goods, and no carrier, either Ocean or Inland, shall be responsible for any loss or damage caused while the Goods are not in its custody. Any claim for loss of or damage to the Goods, including loss or damages resulting from delay, should be made against the carrier having custody of the Goods when the loss or damage or delay was caused. (C) If it is established by the Merchant that the Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility, subject to the provisions of this Bill of Lading, shall be to the extent following but not further: (1) With respect to loss or damage caused during the period from the time when the Goods arrived at the sea terminal at the port of loading to the time when they left the sea terminal at the port of discharge, or caused during any previous or subsequent period of carriage by sea or waterways, to the extent prescribed by the applicable Hague Rules as provided in Article 2. (2) Save as indicated (C) (i) above, with respect to loss or damage caused during the handling, storage or carriage of the Goods by Carrier's Subcontractor, to the extent to which such Subcontractor would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if the Carrier is not authorized under any applicable laws, rules or regulations to undertake such handling, storage, or carriage under its own responsibility, the Carrier shall only be liable for procuring such handling, storage or carriage. If such handling, storage or carriage occurred in or between points in Europe, or where otherwise applicable, such responsibility shall be governed (a) if by road by the Convention on the Contract for the International Carriage of Goods by Road, dated 19 May, 1956 (CMR); (b) if by rail, by the International Convention Concerning the Carriage of Goods by Rail, dated 25 February, 1961 (CIM); (c) if by air, by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed Warsaw 12 October, 1929, as amended by the Hague Protocol dated 28 September, 1955 (Warsaw Convention); (d) If it is established by the Merchant that an Inland Carrier is responsible for loss of or damage to or in connection with the Goods, such responsibility shall be to the extent, but not further, than the Inland Carrier would have been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of handling, storage or carriage of the Goods, as applicable. (e) Notwithstanding foregoing Article 7 (A) or 7 (B), the Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Carrier shall not be responsible for any direct or indirect loss or damage that is caused through delay. (f) If this Bill of Lading is used for Port-to-Port Transportation, the column indicating final destination on the face of this Bill of Lading is solely for the purpose of the Merchant's reference, and the Carrier's responsibility for the Goods shall in all cases cease at the time of discharge of the Goods at the port of discharge.

8. (Liberties) (A) In any situation whatsoever whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Carrier (including for the purpose of this Article the Master and any person charged with the transport or safekeeping of the Goods) has given or is likely to give rise to danger, injury, loss, delay, or disadvantage of whatsoever nature to the Vessel, the Carrier, a vehicle, any person, the Goods or any property, or has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Carrier, the Carrier (1) at any time shall be entitled to unpack the container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant and/or (2) before the Goods are loaded on the Vessel, a vehicle, or other means of transport at the place of receipt or port of loading, shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of the Goods and, upon his failure to do so, to warehouse or place them at any place selected by the Carrier at the risk and expense of the Merchant and/or (3) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant, and/or (4) if the Goods are loaded on the Vessel, a vehicle, or other means of transport whether or not approaching, entering, or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part of them at any port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under (3) or (4) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter shall be free from any responsibility for carriage of the Goods. (B) If, after storage, discharge, or any actions according to subpart (A) above the Carrier makes arrangements to store and/or forward the Goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency. The Merchant shall reimburse the Carrier forthwith upon demand for all extra freight charges and expenses incurred for any actions taken according to subpart (A), including delay or expense to the Vessel, and the Carrier shall have a lien upon the Goods to that extent. (C) The situations referred to in subpart (A) above shall include, but shall not be limited to, those caused by the existence or apprehension of war declared or undeclared, hostilities, riots, civil commotions, or other disturbances closure of, obstacle in, or danger to any port or canal, blockade, prohibition, or restriction on commerce or trading quarantine, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or its Subcontractors, congestion of port, wharf, sea terminal, or similar place, shortage, absence or obstacles of labor or facilities for loading, discharge, delivery, or other handling of the Goods, epidemics or diseases, bad weather, shallow water, ice, landslip, or other obstacles in navigation or carriage (D) The Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestions, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.

9. (Description and Particulars of Goods) Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by the Merchant. The Carrier shall not be responsible for the accuracy of any such reference and is not bound thereby. The Merchant warrants to the Carrier that the descriptions and particulars furnished by him are correct, and the Merchant shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular.

10. (Use of Container) When the Goods are not already packed into a container at the time of receipt by the Carrier, the Carrier shall be at liberty to pack and carry the Goods in any type of container.

11. (Carrier's Container) (A) The Merchant assumes full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant (B) The Carrier shall in no event be liable for, and the Merchant shall indemnify and hold the Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by the Carrier's container or its contents while in the possession or control of the Merchant, his agents, or common carriers engaged by or on behalf of the Merchant.

12. (Container Packed by Merchant) If the cargo received by the Carrier or Inland Carrier is in a container packed by or on behalf of the Merchant. (A) this Bill of Lading is prima facie evidence of the receipt only of the number on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Carrier and Inland Carriers, and the Carrier accepts no responsibility for the accuracy of the description of condition or particulars. (B) The Merchant warrants (1) that the stowage of the contents of the containers and the closing and sealing of the containers are safe and proper, and (2) that the containers and their contents are suitable for handling and carriage in accordance with the terms of this Bill of Lading, including Article 15. In the event of the Merchant's breach of any of these warranties, the Merchant and not the Carrier shall be responsible for, and the Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) The Merchant shall inspect the container when it is furnished by or on behalf of the Carrier, and the container shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted for in this Bill of Lading, unless the Merchant gives notice to the contrary, in writing, to the Carrier before the transport. (D) If the container is delivered after transport by the Carrier or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Carrier's obligation under this Bill of Lading, and the Carrier shall not be liable for any loss of or damage to the contents of the container. (E) The Carrier and Inland Carrier shall have the right to open the container and to inspect its contents without notice to the Merchant, at such time and place as the Carrier or Inland Carrier may deem necessary, and all expenses incurred therefrom shall be borne by the Merchant. (F) If any seal of the container is broken by customs or other authorities for inspection of its contents, the Carrier shall not be liable for any resulting loss, damage or expenses.

13. (Special Carriage or Container) (A) The Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container, nor to carry any special container packed by or on behalf of the Merchant, but the Carrier will treat such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container have been agreed to in writing between the Carrier and the Merchant; (2) such special arrangements are noted on the face of this Bill of Lading; and (3) special freights as required has been paid. The Carrier shall not be responsible for the function of a special container supplied by or on behalf of the Merchant. (B) The Carrier shall not be liable for any loss of or damage to Goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container, provided that the Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state. (C) If the Goods have been packed into a refrigerated container by the Carrier or Inland Carrier, and the particular temperature range requested by the Merchants is inserted in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the container. (D) If the cargo received by the Carrier or Inland Carrier is in a refrigerated container packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and Carrier does not guarantee the maintenance of the intended temperature inside the container.

14. (Dangerous Goods, Contraband) (A) The Carrier undertakes to carry Goods of an explosive, inflammable, radioactive, corrosive, damaging, poisonous, or dangerous nature only upon the Carrier's approval of a written application by the Merchant prior to the carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the shipper and the consignee. (B) The Merchant shall undertake that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statue or regulation or by the Carrier (D) Whenever the Goods are discovered to have been received by the Carrier or Inland Carrier without complying with subparts (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard, discharged, or otherwise disposed of at the Carrier's discretion without compensation, and the Merchant shall be liable for and indemnify the Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods. (E) The Carrier may exercise the right conferred upon it under the preceding subpart whenever it is apprehended that Goods received in compliance with subparts (A), (B) and (C) above have become dangerous, even if not dangerous when received by the Carrier or Inland Carrier. (F) The Carrier has the right to inspect the contents of any package or container at any time and place without the prior notice to Merchant and at the risk and expense of the Merchant.

15. (Stowage Under and on Deck) (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck the Carrier shall not be required to specially note mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck carriage shall not be considered a deviation. (B) Goods stowed in poop, forecastle, deck house, shelter deck, passenger space, or any other covered-in-space, or stowed in a container wherever placed, shall be deemed to be stowed under deck for all purposes including general average. (C) Lumber, earth moving equipment and all other Goods customarily or reasonably carried on deck may, at Carrier's option, be carried on deck without further notice to Merchant and without liability to the Carrier for the risks inherent in or incident to such carriage. Such on deck carriage shall not be considered a deviation. (D) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by the Merchant and in all other respects the Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301 (c) thereof) and the terms of this Bill of Lading

16. (Live Animals and Plants) With respect to the custody and carriage of live animals and plants, all risks of loss or damage by perils inherent in or incident to such carriage shall be borne by the Merchant, and in all other respects the Carrier shall have the benefit of the provisions of the applicable version of the Hague Rules (including U.S. COGSA, notwithstanding Section 1301(c) thereof) and the terms of this Bill of Lading.

17. (Valuable Goods) The Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods, including goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

18. (Heavy Lift) (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by the Merchant in writing before receipt by the Carrier or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If the Merchant fails in his obligations under the preceding subpart (1) the Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) the Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant shall indemnify the Carrier against any resulting loss, damage, or liability suffered by the Carrier.

19. (Delivery by Marks) (A) The Carrier shall not be liable for failure or delaying delivery in accordance with marks, unless such marks have been clearly and durably stamped or marked upon the Goods, package, or container by the Merchant before they are received by the Carrier or Inland Carrier, in letters and numbers not less than two inches high, together with the names of the port of discharge and place of delivery. (B) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks. (C) The Merchant warrants that the marks on the Goods, packages and containers correspond to the marks shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery. The Merchant shall indemnity the Carrier against all loss, damage or expenses resulting from inaccuracy or incompleteness of the marks. (D) Goods that cannot be identified as to marks or numbers, cargo sweeping liquid residue and any unclaimed goods not otherwise accounted for may be allocated for the purpose for completing delivery to the various Merchants of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

20. (Delivery) (A) The Carrier shall have the right to deliver the Goods at any time at the Vessels side, customhouse, warehouse, wharf, or any other place designated by the Carrier, within the geographic limits of the port of discharge or place of delivery shown of the face of this Bill of Lading (B) The Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, Inland Carrier, connecting carrier or any other person entitled to receive the Goods on Merchant's behalf at the place designated by the Carrier. Delivery of the Goods to the custody of customs or any other public authority shall constitute final discharge of the Carrier's responsibility. (C) In case the cargo received by the Carrier is containers packed by or on behalf of the Merchant (1) The Carrier shall only be responsible for delivery of the total number of containers received (2) The Carrier shall not be required to unpack the containers and deliver their contents in accordance with brands, marks, numbers sizes, to types of items or pieces (3) At the Carriers discretion and upon the Merchant's request in writing to the Carrier at least 3 days prior to the scheduled date of arrival the of Vessel at the port of discharge containers may be unpacked and their contents delivered by the Carrier in accordance with the written request. In such a case if the seal of the containers is intact at the time of unpacking all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, the Carrier shall not be responsible for any loss or damage resulting from such delivery and the Merchants shall be liable for an appropriate adjustment of the freight and any additional charges incurred (D) If the Goods have been packed into a container by the Carrier shall unpack the container and deliver its contents and the Carrier shall not be required to deliver the Goods in the container. At the Carrier's discretion, and subject to prior arrangement between the Merchant and the Carrier the Goods may be delivered to Merchant in the container, in which case if the container is delivered with seals intact all the Carrier's obligations under this Bill of Lading shall be deemed to have been discharged, and the Carrier shall not be responsible for any loss or damage to the contents of the container. (E) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods by Carrier and if expressly stated on the face of this Bill of Lading. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first port of call named in the option at least 48 hours prior to the Vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Carrier's option, and the Carrier's responsibility shall then cease. (F) Carrier is not responsible to give notification, in writing or otherwise, either to Merchant or others, of the arrival, discharge, or disposition of Goods, any custom or agreement to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading, concerning notification or a notify party.

21. (On-Carriage and Forwarding) (A) Whether arranged beforehand or not, the Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other Vessel, craft barge, or other means of transport by water, land or air, whether or not owned or operated by the Carrier. (B) The Carrier may under any circumstances whatsoever discharge the Goods or any part of them at any port or place for transshipment and store them afloat or ashore and then forward them by any means of transport. (C) If the Goods cannot be found at the port of discharge or place of delivery, or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding. (D) In case of Port-to-Port Transportation, transshipment of cargo, or receipt of cargo from ports or inland points not including within the ship's itinerary or the Carrier's service, is to be at the sole risk and expense of the Merchant, and neither the Carrier not its Vessel shall be deemed to be the agent or principal of a prior or subsequent carrier notwithstanding the issuance by the Carrier of a bill of lading, receipt, or other shipping document at a time or place prior to that at which the Goods are received by the Carrier.

22. (Fire) The Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time, even though before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of the Carrier.

23. (Specific and General Liens) (A) The Carrier shall have a general and continuing lien on the Goods as well as on any other property of the Merchant coming into the Carrier's actual or constructive possession or control for monies owed to the Carrier with regard to the shipment on which the lien is claimed, a prior shipment(s), or any other prior obligation, including, without limitation, freight, dead freight demurrage, detention, any Charges, and for any expenses the Carrier incurs for storage, security, repacking, remarking, fumigation, or required disposal of Goods, for fines, dues, tolls, or commissions the Carrier has paid or advanced on behalf of the Goods, for any sums, including, without limitation, for legal expenses the Carrier has 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 failure to pay any Charges may result in a lien on a future shipment(s), including the cost of storage and appropriate security for the subsequent shipment(s) that the Carrier may hold under this section. In any event, the Carrier's lien shall survive discharge or delivery of the Goods. (B) The Carrier shall provide written notice to the Merchant of the Carrier's intent to exercise its lien rights, which notice shall set forth the exact amount of monies due. The Merchant shall notify all parties that it knows to have an interest in the shipment(s) of the Carrier's lien rights and the exercise of such rights. (C) Unless, within 30 days of receiving notice of lien, the Merchant posts cash or letter of credit at sight, or if the amount due is in dispute, an acceptable bond equal to 110 per cent of the value of the total amount due, in favor of Carrier, guaranteeing payment of all monies due, plus all ongoing and accruing charges, such as storage, the Carrier shall have the right to enforce its lien by public or private sale of the Goods or any other property of the Merchant, in bulk or in packages, at any time or place and on any terms that are commercially reasonable, after which the Carrier shall refund to the Merchant any net proceeds remaining after such sale. (D) If Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods will become deteriorated, decayed or worthless, the Carrier (without responsibility to it) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and expense of the Merchant.

24. (Freight and Charges) (A) Freight may be calculated on the basis of the particulars of the Goods furnished by the Merchant, who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the Goods by the Carrier or Inland Carrier, but the Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of the Merchant open the container or package and examine contents, weight, measure, and value of the Goods. In case of incorrect declaration of the contents, weight, measure and or value of the Goods, the Merchant shall be liable for and bound to pay to the Carrier: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) expenses incurred in determining the correct details, plus (3) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight to the port of discharge or place of delivery shall be considered as completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost or not, or the voyage be broken up, frustrated, or abandoned at any stage of the entire transit. Full freight shall be paid on damaged or unsound Goods. (C) The Payment of freight and/or charges shall be made in full and in cash without any offset, counter claim, or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or, at Carrier's option, in other currency subject to the regulators of the freight conference concerned, if any, or custom at the place of payment. (D) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and after payment of full freight and compensation for any loss sustained by the Carrier through such taking away or disposal. (E) If the Goods are not available when the Vessel is ready to load: (1) The Carrier is relieved of any obligation to load such Goods and the Vessel may leave the port without further notice. (2) Unless the unavailability arises in the course of combined transport and is caused by the failure of an Inland Carrier to perform its obligations under this Bill of Lading, dead freight shall be paid by the Merchant. (F) The Merchant shall be liable for and shall indemnify the Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by the Carrier in connection with Goods, howsoever caused, including the Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other certificates to accompany the Goods. The Merchant shall be liable for return freight and changes on any Goods refused exportation or importation by any public authority. (G) If the Carrier is of the opinion that the Goods are in need of sorting, inspecting, mending, repairing, or reconditioning, or otherwise require protecting or caring for, the Carrier at its discretion may, by itself or through Subcontractors, and as agent for the Merchant, carry out such work at the risk and expense of the Merchant. (H) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligations of any of them under this Bill of Lading

25. (Notice of Claim and Time for Suit against Carrier) (A) Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading. (B) The Carrier shall be discharged from all liability in respect of the Goods, including without limitation nondelivery, misdelivery, delay, loss, or damage, unless suit has been brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served and jurisdiction obtained over the Carrier within such time.

26. (Limitation of Liability) (A) Subject to subpart (B) below for the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the Merchant agrees that the value of the Goods is the Merchant's net invoice cost, plus freight and insurance premium, if paid. The Carrier shall not be liable for any loss of profit or any consequential loss. (B) Insofar as the loss of or damage to or in connection with the Goods was caused during the part of the custody or carriage to which the applicable version of the Hague Rules applies: (1) The Carrier shall not be liable for loss or damage in an amount exceeding the minimum allowable per package or unit in the applicable version of the Hague Rules, which when U.S. COGSA is applicable is an amount not exceeding U.S. $500 per package or customary freight unit, unless the value (and nature) of Goods higher than this amount has been declared in writing by the Merchant before receipt of the Goods by the Carrier and inserted on the face of this Bill of Lading and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value, and the Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. If the declared value has been willfully misstated or is markedly higher than the actual value, the Carrier shall not be liable to pay any compensation. (2) Where the cargo has been packed into a container or unitized into a similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such containers or similar articles of transport shown on the face of this Bill of Lading shall be considered as the number of the packages or units for the purpose of the application of the limitation of liability provided for in this Article.

27. (General Average: New Jason Clause) (A) General average shall be adjusted, stated and settled at any port or place as the Carrier's option and according to the York-Antwerp Rules, 1974 and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Carrier. The general average statement shall be prepared by the adjusters appointed by the Carrier. Average agreement or bond and such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery of the Goods. (B) In the event of accident, danger, damage, or disaster before or after commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not for which or for the consequence of which the Carrier isn't responsible by statue, contract, or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, loss, 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 salvage ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship belonged to strangers.

28. (Both to Blame Collision) If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly 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 Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. 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 of a collision contact stranding or other accident.

29. (Carriage of Metal Products, Lumber, Cotton) (A) The term "apparent good order and condition" when used in this Bill of Lading does not mean: (1) with reference to iron, steel, or metal products, that the Goods when received were free from visible rust or moisture. (2) with reference to lumber, timber, plywood, or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, chaffed, breakage or splitting. If the Merchant so requests a substitute bill of lading will be issued setting forth any notations as to the foregoing that may appear on the mate's or tally clerk's receipts or similar document. (B) Description of the condition of cotton cargo does not relate to the sufficiency or not or condition of the covering nor to any damage, resulting therefrom. Carrier shall not be responsible for any such damage.

30. (Grain) Discharge of grain received by the Carrier in bulk may be in port, on barges, and or lighters, or elsewhere, using or not using elevators, and such discharge shall constitute a sufficient delivery by the Carrier. Thereafter said grain shall be at the risk and expense of the Merchant.

31. (Intermodal Transportation) (A) This Bill of Lading may be issued for Intermodal Transportation in any country. When so issued as between the Merchant and an Inland Carrier custody and carriage of the Goods by the Inland Carrier are subject to the relevant laws, regulations, tariffs and bill of lading are available from the Carrier or Inland Carrier upon request. (B) Claims by the Merchant against an Inland Carrier for loss or damage shall be given and suit commenced as provided in the Inland Carrier's applicable bill of lading

32. (Carrier's Tariff) This Bill of Lading is subject to the Carrier's application tariff. Copies of the applicable tariff are obtainable from the Carrier upon request.

33. (Severability of Terms) The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or enforceability, of any other part or term shall not be affected.

34. (Himalaya Clause) All exceptions, exemptions defenses immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statue or for the benefit of the Carrier shall also apply to and for the benefit of the officers and employees of the Carrier and the agents, officers and crew of the Vessel and to and for the benefit of all parties performing services in connection with the Goods as agents or contractors of the Carrier (including, without limitation, stevedores, terminal operators and agents) and the employees of each them.

35. (Sea Waybill) When this document is entitled “Sea Waybill” on the reverse side, this document is evidence of a contract of carriage and shall have effect subject to the CMI Uniform Rules for Sea Waybills, which are deemed to be incorporated herein; provided, however that if any provision of such Rules are inconsistent with those of this document, the latter shall prevail. Any reference in the above Sections to a Bill of Lading shall be construed as a reference to a sea waybill when this document is entitled “Sea Waybill” on the reverse side. (i) As provided in the CMI Uniform Rules for Sea Waybills, unless the shipper has exercised his option under subsection (ii) below, he may give Carrier instructions in relation to the contract of carriage. Specifically, he may request a change to the name of the consignee before the earliest of the following events in the course of the shipment: (x) the vessel on which the goods have been loaded has commenced sailing, (y) Carrier submits the shipment details to the relevant Customs authority, or (z) Carrier issues an arrival notice to the last-named consignee; provided such request is timely and practicable, gives the Carrier reasonable notice in writing or by some other means acceptable to Carrier and thereby undertakes to indemnify Carrier against any additional expense or any claim caused thereby. (ii) The shipper shall have the option, to be exercised not later than the receipt of the goods by or on behalf of Carrier, to transfer the right of control to the consignee. The exercise of this option must be noted on the sea waybill or similar document, if any, provided always, that such notation shall be conclusive evidence of the shipper's instruction to exercise this option. Where the option has been exercised, the consignee shall have such rights as are referred to in subsection (i) above and the shipper shall thereby have irrevocably renounced any right to vary the identity of the consignee of the goods during transit and cease to have such rights.

36. (Letters of Credit) When this document is accepted by a bank against a letter of credit transaction, which acceptance the bank confirms to Carrier, the shipper (or a consignee under Section 35(ii)) shall thereby have irrevocably renounced any right to vary the identity of the consignee of the goods during transit and cease to have such rights upon such acceptance.