In this Bill of Lading, the word: 
(a) 'Carrier' means the party named on the face of this Bill of Lading or the principal's agent who signed this Bill of Lading on behalf of the Carrier. (b) 'Merchan' includes any Person who at any time has been or is the Shipper, Holder, Consignee, and Receiver or Person. (c) 'Holder' means any Person for the time being in possession of (or entitled to possession of) the "Swb-Contractor includes (but the time being in possession of) or entitled to possession of) (or entitled to possession of) (or entitled to possession of) (b) 'Swb-Contractor includes (but is not limited to) owners and/or operators of other entry, (c) 'Swb-Contractor includes (but is not limited to) owners and/or operators of and/or rail transport operators and any independent contractor employed by the Carrier in the performance, whether fully or partially of the Contract of Carriage, (f) Indemnify includes defend, indemnify and hold harmless whether or not the obligation to indemnify arises out of a negligent or non-negligent acts or omission of the Carrier, his servants or received from the Shipper and includes the packing and any equipment or Container not supplied by or on behalf of the Carrier, his "Container" includes any Container, trailer, transportable tank, flatrack or pallet, or any similar articles used to consolidate goods and any ancillary equipment. (i) 'Carriage' means the whole or any part of the operations and Lading, (i) 'Fort of Loading' means any port at which the Goods are isolated on any vessel which may be a feeder androff ocean poing vessel only wessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lading, (ii) 'Portsol' of North Palace of Believery are indicated on the face hereof in the relevant spaces, (ii) 'Port of Discharge means any port at which the Goods are discharged from any vessel which may be a overleaf) for Carriage under this Bill of Lading, (ii) 'Portsol' includes all charges payable to the Carrier in accordance with the applicable

2. CARRIER'S TARIEF
The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms and conditions therein relating to container and particular attention in the Carrier of the agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. WARRANTY
The Merchant warrants that in agreeing to the terms and conditions hereof, he/she is or has the authority of the Person owning or entitled to the possession of the Goods and this Bill of Lading.

The Merchant warrants that in agreeing tom terms and continuous networks have a whome the authority of the Person owning or entitled to the possession of the Goods and this has the authority of the Person owning or entitled to the Carriage on any terms whatsoever. (b) The Merchant undertakes that no claims or allegation shall be made against any Contractors of the Carrier to other than the Carriage of the Carrier to the Carrier to other than the Carriage of the Carrier to other than the Carrier to the Carrier to other than the Carrier to the Carrier to the Carrier to the tother than the Carrier to the Carrier to the Carrier to the tother than the Carrier to the Carrier to the Carrier to the Carrier to the Carrier (including but not limited to Clause 27 hereof) as if such provision were contained by the Carrier (including but not limited to Clause 27 hereof) as if such provision were contained by the Carrier to the Carrier (including but not limited to Clause 27 hereof) as if such provision were contained to the Carrier on the Carrier on the Carrier to the Carrier and it tasks of such Persons on the Carrier and it tasks of such Persons on the Carrier to the Carrier and the

allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY - Porto Port Shipment

5. CARRIER'S RESPONSIBILITY - Porto Port Shipment

5. The Carrier and the state of the state of the control of the carrier for loss of or damage to the Goods occurring from and during discharge to the control of the carrier for loss of or damage to the Goods cocurring from and during discharge the state of the carrier for the carrier shall be determined in accordance with any national law making the Hague Rules compulsorily applicable to this Bill of Lading, or in any other case in accordance with the Hague Rules Articles 1 - 8 inclusive only.

5.2) The Carrier shall be under no liability whatsoever for loss of or damage to the Goods, howsoever courring, if such loss or damage arises prior to loading onto or subsequent to discharge from the vessel. Notwithstanding the above, in case and to the extent that any benefit of every right, defence, limitation and liberty in the Hague Rules as applied by this clause during that period, notwithstanding that the loss or damage did not occur at sea. In the event of the Goods being discharged at port other than the Port of Discharge nominated in this Bill of Lading and forwarded to the nominated Port of Discharge by whatever means, the Hague Rules as RESPONSIBILITY. Combined Transport

sea. 6. CARRIER'S RESPONSIBILITY - Combined Transport If Carriage is Combined Transport, the Carrier undertakes to perform and/or in his own name to prouce performance of the Carriage from the Place of Receipt or the Port of Loading whichever is applicable to the Port of Discharge or the Place of Delivery, whichever is applicable. Save as it is otherwise provided for in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during the Carriage only to the extent set out below.

name to procure performance of the Carriage from the Place of Receipt or the Fort of Loading whichever is applicable. Save as it is otherwise provided for in this Bill of Lading, the Carriage face of the Place of Place

whatsoever in respect of the Goods, unless suit is brought and note thereof given to the Carrier within mine calendar months after delivery of the Goods or, if the Goods are not carrier within mine calendar months after delivery of the Goods or, if the Goods are not carrier within mine calendar months after delivery of the Goods or, if the Goods are not carrier within the Common of the Commo

8. LIMITATION AMOUNT:
8. 1) When the Carrier is liable for compensation in respect of loss or damage to the goods, such compensation shall be calculated by reference to the value of such goods at the photol have been so delivered.
8. 2) The value of goods shall be fixed according to the current commodity exchange price, or, if there be no such price, according to the current commodity exchange price, or, if there be no such price, according to the current tomore of the normal value of goods shall be fixed according to the current commodity exchange price or current market price, by reference to the normal value of a commodity exchange price or current market price, by reference to the normal value of 3.3. Compensation shall not, however exceed 2 SDR (Special Drawing Rights) per kilo of gross weight of the goods shall not however exceed 2 SDR (Special Drawing Rights) per kilo of gross weight of the goods shall not however, the Carrier shall not have been stated in the Carrier, the Merchant has declared a higher value for the goods and such higher value has been stated in the CT Bill of Lading, in which case such higher value shall be the limit. However, the Carrier shall not be liable for loss of or damage to the Goods caused by matters beyond his control, including, inter-aila, without generality of this exclusion: (a) the manner beyond his control, including, inter-aila, without generality of this exclusion: (a) the manner been supplied or (c) the unsuitability or defective condition of the Container supplied, or (c) the unsuitability or defective condition of the Container has been apparent upon inspection by the Merchant at or prior to a serior of the correct temperature for Carrier, possibility or defective condition of the Container and, if a Shipper-Packed Containers and, if a Shipper-Packed Containers and, if a Shipper-Packed Container is delivered by the Carrier with its original seal as affixed by the Shipper intact, the Carrier shall not be liable for any shortages of Containers on All of the Carrier

Goods, and or abandon the Carriage and or store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier, in his absolute discretion, considers most appropriate which abandonment, storage, sale or disposal shall be deemed to considers most appropriate which abandonment, storage, sale or disposal shall be deemed to considure the control of the contro

chef purpose whatsoever are at the sole risk of the Merchant until redelivered to the Carrier. The Merchant shall also used not drange to such Containers occurring during such period. The Merchant shall also indemnify the Carrier for all isoss and or drange to such Containers oblists.

14.19 Freight shall be deemed fully earned on receipt of the Goods by the Carrier and shall also made in the containers.

14.21 The Merchant's altention is drawn to the stipulations concerning currency in which the Freight, dudies, taxes and charges are to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable traff.

14.21 The Merchant's altention is drawn to the stipulations concerning currency in which the Freight, dudies, taxes and charges are to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable traff.

14.19 Freight shall be paid without any set-off, counter-claim, deduction or stay of the Shipper are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight charged shall be paid without any set-off, counter-claim, deduction or stay of the Shipper are and of weighting on board and expenses of furnigation and of gathering and sorting losse cargo and of weighting on board and expenses incurred in repairing damage to and replacing of packing due to expected causes and for all expenses caused by extra miscaling of packing due to expected causes and for all expenses caused by extra miscaling the state of the

tull Freight on the Goods received for Carriage and the Merchant shall pay any additional coats of the Carriage to, and selivery and storage at, such glaser port. If the Carriage coats coats of the Carriage to an alternative route under Clause 18(a) to to suspend the Carriage under Clause 18(b) this shall not prejudice his right subsequently to abandon the Carriage and Pay DAMGEROUS GOODS
19.1) No Goods which are may become dangerous, infammable, damaging or injurious property whatsoever, shall be tendered to the Carrier for Carriage without his express consent in writing, and without the Container as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods are delivered to the Carrier for Goods are of liable to become of a dangerous, infammable, damaging or injurious nature, they may at any time be destroyed, disposed of applications of the Carrier of the Carrier without such written consent and or marking, or if in the opinion of the Carrier, the Goods are or liable to become of a dangerous, infammable, damaging or injurious nature, they may at any time be destroyed, disposed of applications of the Carrier of the C

the Jayment of any saorfices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

2.2.2 A general average on a vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1904 or any subsequent amendments thereto at any port or place and in any currency at the option of and by an adjuster appointed by the Carrier with the test of reasonableness in the Rule Paramount being made on the basis of what was known at the time of the general average act and not subsequently with the benefit of seagoing or inland waterways vessel) shall be adjusted according to the requirements of the operators of that vessel. In either case the Merchant shall give such cash deposit or other security, as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods. Any security, other than cash deposits, must be given by a party acceptable to and with assets in a jurisdiction nominated by the Carrier. Such security must within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average contribution of whe Merchant.

2.2.3) Conversion into the currency of the adjustment shall be calculated at the rate prevailing on the date of payment for disbustments and on the date of completion of discharge of the vessel for allowances, contributiony values, etc.

2.2.6) If in salvage remunerations, without any prior consultation with the Master may act as his agent to serious any expense of the Merchant considering that salvage services are needed, the Merchant agrees that the Master may act as his agent to serious and the Master may act as his agent to serious and the Master may act as his agent to procure such services to Goods and that the Carrier may act as his agent to procure such services to Goods and that the Carrier may act as his

act as his agent to priorure such services to Goods and that the Carrier may act as his agent to settle salvage remunerations, without any prior consultation with the Merchant to both cases.

20, if any adversary of the Merchant contests payment of contribution to general everage, salvage, salvage (20, if any adversary of the salvage) and the payment of contribution within three months of issue of the adjustment thereof, whether or not prior security had been provided, the Merchant shall pay interest for the period in excess of three months on the contribution due at two percent per annum above the base lending rate of the central bank of the country in whose currency the adjustment is issued, in addition to the contribution due.

20,7 in the event of any general average credit balances due to Merchants still being carrier, who will hold such credit balances pending application by the Merchants entitled thereto.

thereto.

23. IJ S.TRADE:
23. IJ In case the contract evidenced by this Bill of Lading is subject to the Carriage of Goods by Sea Act of the United States of America. 1938 (U.S.COGSA), then the provisions stated in the said Act shall govern before loading and after discharge and throughout, the entire time the goods are in the Carrier's custode of the goods have been 22.2] if the U.S.COGSA applies, and unless the nature and value of the goods have been inserted in this Bill of Lading, the Carrier's thail in no event be or become lable for any loss of or damage to the goods for an amount exceeding USD 500 per package or customary freight unit.

freight unit. 24.BOTH-TO-BLAME COLLISION CLAUSE:

freight unit.

24.BOTH-TO-BLAME COLLISION CLAUSE:
If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master and or his servants or agent other vessel, the merchant will indemnify the carrier against all loss or liability to the other or non carrying vessel or her owner in so far as such loss or liability to the other or non-carrying vessel or her owner of the said goods paid or payable by the other or non-carrying vessel or her owner of the said agoods paid or payable by the other or non-carrying vessel or her owner of the said agoods paid or payable by the other or non-carrying vessel or her owner of the said agoods paid or payable by the other or non-carrying vessel or her owner as a part of his claim against the carrying vessel or carrier.

5. VARIATION OF THE CONTRACT
No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this claim sufficient of the carrier of the carrier of the carrier shall have the power to waive or vary any of the terms of the carrier.

5. LAW AND JURISDICTION
This bill of lading shall be governed by and construed in accordance with India Law.
Any and all disputes arising out of port to port shipments shall be determined by Courts in India to the exclusion of the jurisdiction of any other the courts of another country. Alternatively and at the Carrier's sole option, the Carrier may commence proceedings against the Merchant at a Any and all disputes arising out of multimodal transport shall be governed by the Arbitration and Conciliation Act, 1908 and Indian law shall be applicable. The venue for the arbitrat proceedings shall be (Dermail and the language of the proceedings shall be to rend and the language of the proceedings shall be to rend and the language of the proceedings shall be to rend and the language of the proceedings shall be a frenglish.

and Conciliation Act, 1988 and Indian law shall be applicable. The venue for the arbitral proceedings shall be in English.

77. PRINCIPAL ADDRESS
FOR FMC — USA (OTI) BLS: Draft Cargoways India Private Limited, New No. 31, Old No. 14, Moore Street, Chennai-800 001.

For other Non FMC BLS: Fairmacs Shipping and Transport Services Private Limited, New No. 31, Old No. 14, Moore Street, Chennai-600 001.

No. 31, Old No. 14, Moore Street, Chennai-600 001.

23. NALIDITY
In the event that anything herein contained is inconsistent with any applicable international
convention or national law, which cannot be departed from by private contract, the
provisions hereof shall to the extent of such inconsistency but no further be null and void.

23. LMITATION OF LVBLITY.
For the avoidance of doubt, the Marchant hereby agrees that the Carrier qualifies and shall
imitation of Libration of the contract of the contract of the contract and the contract applies to the appropriate jurisdiction (in which case said law shall apply), the
size of the hund to which the Carrier may limit shall be calcaled by multiplying the limitation
fund of the carrying vessel at the relevant time by the number of TEUs (Twenty Foot
Equivalents) aboard at that time for which the Carrier is the contracting carrier and dividing
that total by the number of TEUs aboard at the time.

Ver. 2/2015

Ver. 2/2015