MULTIMODAL BILL OF LADING

BOOKING NUMBER

DOCUMENT NUMBER

EXPORT REFERENCES

CONSIGNEE

FORWARDING AGENT

NOTIFY PARTY

DELIVERY / DESTINATION AGENT

PLACE OF RECEIPT

PLACE OF DELIVERY / FINAL DESTINATION

EXPORTING CARRIER

PORT OF LOADING

PORT OF DISCHARGE

PLACE OF DELIVERY

PARTICULARS FURNISHED BY SHIPPER

MARKS AND NUMBERS

NO. OF PKGS.

DESCRIPTION OF PACKAGE AND GOODS

GROSS WEIGHT

MEASUREMENTS

DECLARED VALUE: US$__________________ PER PACKAGE / KILOGRAM / OR ENTIRE SHIPMENT (Circle One)

INSURED VALUE: US$__________________ PER PACKAGE / KILOGRAM / OR ENTIRE SHIPMENT (Circle One)

LIMITATION OF LIABILITY: THIS CARRIER LIMITS ITS LIABILITY TO: *US$500 PER PACKAGE IN THE EVENT THE UNITED STATES OF AMERICA CARRIAGE OF GOODS BY SEA ACT APPLIES (46 U.S.C. SECTION 1300 ET SEQ.); *THE GREATER OF US$8.07 SPECIAL DRAWING RIGHTS PER PACKAGE OR 2 SPECIAL DRAWING RIGHTS PER KILOGRAM IN THE EVENT THE HAGUE-VISBY RULES APPLY; AND *THE LESSER OF US$500 PER PACKAGE OR US$0.50 PER POUND IN THE EVENT OF LOSS OR DAMAGE OCCURRING DURING INLAND TRANSIT OR WATER TRANSIT BETWEEN PORTS OF THE UNITED STATES. APPLICABLE LIMITATIONS OF LIABILITY ARE FURTHER EXPLAINED ON THE REVERSE HEREOF. SHIPPER MAY INCREASE SUCH LIMITATIONS OF LIABILITY BY DECLARING A HIGHER VALUE FOR CARRIAGE BELOW AND PAYING A SUPPLEMENTAL FREIGHT CHARGE.

NOTE: The contract of carriage evidenced by this document is subject to all the terms and conditions set forth on this side and the reverse side. It is also subject to all laws and other provisions incorporated by reference into this document. Copies of all terms and conditions are available upon request.

RECEIVED at the Place of Acceptance - or at the Port of Loading where this is a Port to Port shipment - in apparent, external good order and condition, except as otherwise noted, the containers, other packages, or units enumerated above for transportation to the Final Destination or the Port of Discharge as the case may be. This bill of lading is non-negotiable unless consigned “To Order”.

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ISSUED AT ______________________ ON ______________________ (DATE)

O.T.I. License No. 019367NF

BOND NO. 90076 AMERICAN ALTERNATIVE INSURANCE CORPORATION

BY _____________________________
Definitions
“Cargo” means the goods, property, freight and or merchandise described on the face hereof, whether packed in Containers or not, and whether mentioned in this Non-Negotiable Bill of Lading or not. “Carriage” means the whole of the operations and services undertaken by the Carrier or a Subcontractor with respect to the Cargo. “Carrier” means the Company, its agents, servants, or employees, or a Subcarrier, and any successor in interest, or assigns, of any of them. “Contingent Liability” means the liability of the Carrier, other than the liability of the Carrier which is set forth in these Terms and Conditions, which shall not exceed the cargo lost, damaged or delayed, whichever is less.

1. Applicability
These Terms and Conditions shall apply to all modes of Carriage utilized to transport the Cargo; and the Carrier’s responsibility to the Merchant for the Cargo shall terminate at the time of delivery under Clause 12.

2. Issuance of this Non-Negotiable Bill of Lading
By issuance of this Non-Negotiable Bill of Lading, the Carrier undertakes to perform and/or in its own name to procure the performance of the entire Carriage, from the place at which the Carrier takes charge of the Cargo (place of receipt or loading) as described hereunder and which place of receipt or loading has been provided in this Non-Negotiable Bill of Lading, or at a place not consistent with the place of receipt or loading as described hereunder and which place of receipt or loading has been provided in this Non-Negotiable Bill of Lading to whom the title in the Cargo has passed upon or by reason of the consignment of the Cargo or the discharge of the Cargo by the Carrier or delivery to or acceptance by the Consignee, the receiver of the Cargo, any person, including any corporation, company or other legal entity, owning or entitled to the possession of the Cargo, or the Consignee and, if applicable, the person or entities in whose possession the Cargo was delivered by the Carrier or from which the Carrier took the Cargo in its charge, unless the nature and value of the Cargo have been declared by the Merchant and inserted in this Non-Negotiable Bill of Lading and the ad valorem freight rate paid, the liability of the Carrier shall not exceed U.S.$500 per package or unit unless the nature and value of the Cargo have been declared by the Merchant and accepted by the Carrier before the goods have been taken in his charge, or the ad valorem freight rate paid, or that such value is stated in the Non-Negotiable Bill of Lading by the Merchant, then such declared value shall be the limit.

9. Applicability to All Claims
Transportation charges unless otherwise expressly agreed shall apply to all claims against the Carrier relating to the performance of the contract evidenced by this Non-Negotiable Bill of Lading, whether the claim is founded in contract or in tort, including, but not limited to, claims for interest and costs of collection.

10. Liability of Subcontractors, Servants, Agents, or Others

10.1 These Terms and Conditions apply whenever claims relating to the performance of this Non-Negotiable Bill of Lading are made against any Subcontractor, servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract of carriage, whether such claims are founded in contract or in tort, including, but not limited to, claims for interest and costs of collection.

10.2 In entering into this contract as evidenced by this Non-Negotiable Bill of Lading, the Carrier, to the extent of these provisions, does not only act on its own behalf, but also as agent for the class of persons identified in Clause 10.1, and such persons shall to that extent be or be deemed to be parties to this contract.

10.3 If the loss of or damage to the Cargo resulted from an intentional act or omission of the class of persons identified in Clause 10.1, done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such claim of intentional act or omission will be made against such class of persons and not against the Carrier.

10.4 The aggregate of the amounts recoverable from the Carrier and the class of persons identified in Clause 10.1 shall not exceed the liability limits set forth in 8.8.

11. Method and Route of Transportation
When tendering the Cargo to the Carrier, the Merchant shall have the liberty to carry the Cargo on or under deck and to choose or select, route, method, and procedure to be followed in the handling, stowage, storage, and transportation of the Cargo.

12. Delivery
When the Carrier delivers the Cargo to the Merchant or from which the Carrier took the Cargo in its charge, the liability of the Carrier shall cease upon the Carrier’s tender/delivery of the Cargo to the appointed warehouse or storage facility. The cost of such storage shall be borne by the Carrier until the date of delivery.

13.1 At any time prior to the carriage under this Non-Negotiable Bill of Lading is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Cargo) not arising from any fault or neglect of the Carrier or a Subcontractor that would have led the Carrier or a Subcontractor to refuse to accept the Cargo or abandon the Carriage of the Cargo under the Non-Negotiable Bill of Lading and, where reasonably practicable, place the Cargo or any part of it at the disposal of the Merchant or any other person authorized by the Carrier.

13.2. Freight charges and all other amounts set forth in this Non-Negotiable Bill of Lading are to be paid in the currency of the country of origin or destination.

14. Lien
The Carrier shall have the following lien in the event of non-payment of freight and or charges, duties, taxes, demurrage, money due and payable to the Carrier, including any lien and collection related costs. The lien on the Carrier shall survive delivery to the Merchant. Carrier may sell the Cargo privately or by public auction without notice to the Merchant. If on sale of the Cargo the proceeds fail to satisfy the amount due, and the cost and expenses incurred, the Carrier shall be entitled to retain the proceeds and apply them to any debts owed by the Merchant.

14.1. The Carrier shall have a lien on any and all of the Merchant's property for all advances, claims, costs, freight, charges, duties, demurrage, money due and payable to the Carrier, including any lien and collection related costs.

14.2. The Carrier shall reimburse the Merchant for any costs for deviation or delay or any other increase of costs or expenses or loss of profit caused to the Merchant by the deviation or delay.

14.3. The Merchant warrants the accuracy of the declaration of contents, weight, measurements or value of the Cargo, but shall not be liable for such accuracy. The Carrier shall not be liable for the correctness of the declarations.

14.4. If the Carrier shall accept the Cargo in apparent good order and condition, and there is no apparent damage, the Merchant shall indemnify the Carrier against all loss, damage, liability or expense arising out of such dangerous or hazardous conditions.

14.5. The Carrier shall have the right to require the Merchant to remove or dispose of any dangerous or hazardous Cargo being taken in charge, or its Carriage, or of any service incidental thereto. The burden of proving that the Carrier was not negligent in accepting the Cargo, or in keeping it in charge, or in its Carriage, or in its processing, or in the performance of such other services, shall rest on the Merchant.

15.1. The Carrier shall have the right to require the Merchant to remove or dispose of any dangerous or hazardous Cargo being taken in charge, or its Carriage, or of any service incidental thereto. The burden of proving that the Merchant was not negligent in accepting the Cargo, or in keeping it in charge, or in its Carriage, or in its processing, or in the performance of such other services, shall rest on the Carrier.

16.2. Where the loss or damage is not apparent and/or latent, the same prima facie presumption shall apply if notice in writing of such loss or damage is given to the Carrier within a reasonable time after the receipt of the Cargo.

17.1. The Carrier shall not be liable for loss, damage, or expense or loss of the Cargo caused by the defect or unsuitability of the Containers or other transport units supplied by the Merchant, or for loss or damage to the Cargo caused by the manner in which the Cargo was loaded or packing within Containers or other transport units when such loading or packing has been performed by the Merchant.

18.3. When an ocean container or trailer or similar conveyance is loaded with more than one package or unit, such ocean container or similar conveyance shall be deemed to contain a single package or unit. In the event of damage or loss occurring during ocean transportation moving between ports of the United States, the Carrier shall not be liable for any loss or damage to such single package or unit, unless the nature and value of the Cargo have been declared by the Merchant and accepted by the Carrier before the goods have been taken in his charge, or the ad valorem freight rate paid, or that such value is stated in the Non-Negotiable Bill of Lading by the Merchant, then such declared value shall be the limit.

8.7. When the damage, delay, or loss of the Cargo occurred during a particular stage of the Multi-Modal Transportation, in respect of which an applicable international convention or mandatory national law governs, liability for such damage, delay, or loss shall be limited as the law permits.

8.8. If the Carrier selects a motor or rail carrier to perform any portion of the Multi-Modal Transportation in the United States of America, the Merchant agrees to a waiver of Carkmack liability and any time-for-suit provisions to the extent Carkmack may apply. The limitation of liability of the Carrier shall not exceed the limits set forth in these Terms and Conditions.