

ODVSSEY

For combined transport or Port to Port Shipment

UDISSEI					To combine transport of Fort of the Implient			
SHIPPING LTD					Booking No. TORPEK-79693	ill of Lading No. 8830	-1-E-79693	
Shipper					Forwarding Agent/References:			
Vitapro International 9665 Bayview Avenue # 32552 Richmond Hill, Ontario, Canada L4C 0A2					Destination Logistics 6600 Decarie Blvd., Suite 230 Montreal, Quebec, CA 514.735.1221			
					Customer Reference: N/A			
Consignee(if "ToOrder"so indicate)					Transhipment Agent:(where applicable)			
ProPectin China Chaoyang District Chaoyang North Street, Building 104, Room 601 Beijing, China Office no. 010-85791261					Globelink Korea Co., Ltd RM 1101 PAIKNAM BLDG 16 EULJI-RO JUNG-GU Seoul 100-170, , KR 82 2 757 8864 82 2 757 9878			
Notify Party (No claim shall attach for failure to notify)					Destination Agent:			
SAME AS CONSIGNEE contact: Hristo H. Buyukliev Mobile: +86 186 1834 9911 Email: hristo.bk@gmail.com					Globelink-Trans (Tianjin) International Forwarders Co.Ltd 6F, A Block, Wanlong Building Tianjin, No. 85 Liuwei Road Hedong District, CN 86 22 58156666 86 22 58327600/7601/7602/7603			
Vessel/Voyage Hyundai Global V. 030W		OUVER			Place of Receipt TORONTO		00620140500003	
Port of Discharge BUSAN	Place of Delivery CFS Beijing (Via Xingang)			ang)	Container Seal Number UL1094592	Container Numb		
Marks & Numbers PRODUCT CODE 87000168	Package 1 PAL		Descrip	tion of Goods		Weight 526.0 KGS	Measurement 1.918 CBM	
EXPRESS			ProPectin Sachets. Apple Pectin mix. Packed in 90 Sach display boxes. 279 Boxes Pectin powder blend of fructose, pectin, ascorbic acid as drink mix. HS CODE: 1302 OCEAN FREIGHT PREPAID EXPRESS BILL OF LADING ON BOARD: JUNE 02, 2014 Destination Port Charges, Delivery Order Fees, Duties, Taxes and Customs Charges and Formalities are for account of consignee.			s a		
Freight Details, Charges, etc.		Prepa	aid	Collect	Ad Valorem Excess Value Declaration: Refer	to Clause 6(4)(B)+(C) or	reverse side	
					RECEIVED by the Carrier the Goods as spotherwise stated, to be transported to such p to all the terms and conditions appearing on to which the Merchant agrees by accepting the notwithstanding. The particulars provided by quantity, condition, contents and value of the In WITNESS whereof three (3) Bills of Ladinas Express Bills of Lading. The use of any or If and when required by the Carrier one (1) exchange for the Goods or delivery order. Place and date of issue: MONTR Odyssey Shipping Ltd. as 0	lace as agreed, authorize the front and reverse of the bis Bill of Lading, local prithe shipper herein, incluce goods are unknown to the ghave been signed as One Original Bill of Lading riginal Bill of Lading with the big balance. EAL, CA. June 02,	d or permitted herein and subject his Bill of Lading or attached hereto, vileges and customs ling the weight, measurement, he Carrier. riginal or, if otherwise stated above enders the remaining null and void. be surrendered duly endorsed in	

1. DEFINITIONS

1. DEFINITIONS

"Carrier" means the Company stated on the front of the Bill of Lading as being the Carrier and on whose behalf this Bill of Lading has been signed.
"Merchant" includes the shipper, the consignee, and the receiver of the Goods, the holder of this Bill of Lading, any person owing or entitled to the possession of the Goods of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above mentioned persons. "Goods" includes the cargo supplied by or the ball of the Carrier.
"Container" includes any container, trailer, transportable tank, lift van, flat, pallet or any similar article of transport used to consolidate goods.
"Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.
"Combined Transport arises where the Carriage called for by this Bill of Lading is not Fort to Port.

"Combined Transport" arises where the Carriage called for by this Bill of Lading is not Port to Port.

"Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading or if both the Place of Receipt and the Place of Delivery indicated are ports and the Bill of Lading does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated. "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924. "Hague Valves Nules" means the Hague Rules as amended by the Protocol signed at Brussels on 25rd February 1968.

"Hague Valve Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 15th April 1956. "Goods by Sea Act of the United States of America Protocol on 16th April 1956." "GOOdWA" means the Carriage of Goods by Water Act 1993 of Canada. "COGWA" means the Carriage of Goods by Water Act 1993 of Canada. "COGWA" means the Carriage of Goods by Water Act 1993 of Canada. "COGWA" in the Carriage of Goods by Water Act 1993 of Canada. "Shipping University in cludes freight unit and the term "unit" as used in the Hague Rules

Charges includes reight and an exposed and more years are appeared by the Merchant.

Shipping Unit' includes freight unit and the term "unit' as used in the Hague Rules and Hague. Visby Rules.

Person' includes an individual, a partnership, a body corporate or other entity.

Stuffed' includes filled, consolidated, packed, loaded or secured.

2. CARRIER'S TARIFF

2. CARRIER'S TARIFF
The provisions of the Carrier's applicable Tariff, if any, are incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In 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 hereof he is or is the agent of and has the authority of the person owning or entitled to the possession of the Goods

or any person who has a present or future interest in the Goods. 4. NEGOTIABILITY AND TITLE TO THE GOODS

(1)This Bill of Lading shall be non-negotiable unless made out "to order" in which event it shall be negotiable and shall constitute title to the Goods and the holder shall be entitled to receive or to transfer the Goods herein described.

(2)This Bill of Lading shall be prima facie evidence of the taking in charge by the Carrier of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third narty action in sood fact.

consideration to a third party acting in good faith.

5.CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER

AND OTHER PERSONS.

(1)The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(1)The Carrier shall be entitled to sub-contract on any terms the whole or any part of the Carriage.

(2)The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or and all others by whom the whole or any part of the Carriage, whether directly or impose upon such person or vessel any liability whatsoever in connection with the Goods or the Carriage; and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessels shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and usceps hand uses persons and vessels and to this contract the Carrier, to the extent of these provisions, does so not only on his own behalf but also as agent or trustee for such persons and vessels and such persons and vessels and to this extent be or be (3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the Carriage of Goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading, (4) The defences and limits of liability provided for in this Bill of Lading shall apply any action against the Carrier whether the action be found in contract or in Tort.

6. CARRIER'S RESPONSIBILITY

(1) CLAUSE PARAMOUNT

in any action against the Carrier whether the action be found in contract or in Tort.

6. CARRIER'S RESPONSIBILITY

(I)CLAUSE PARAMOUNT

(A)Subject to clause 13 below, this Bill of Lading insofar as it relates to sea carriage by any vessel whether named herein or not shall have effect subject to the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading and the provisions of the Hague Rules or applicable legislation shall be deemed incorporated herein. The Hague Rules (or COGSA or COGWA) is this Bill of Lading in subject to US or Canadian law respectively) shall apply to the carriage of Goods by mland-water any similar to the carrier of the carriage of Goods by mand-water any include reference to inland waterways. If and to the extent that the provisions of the Harter Act of the United States of America 1893 would otherwise be compulsorily applicable to regulate the Carrier's responsibility for the Goods during any period prior to loading on or after discharge from the vessel the Carrier's responsibility, shall instead be determined by the provisions of 6(3) below, but if such provisions are found to be invalid such responsibility shall be subject to COGSA.

(B)The Carrier shall be entitled to (and nothing in this Bill of Lading shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorised by any applicable law any provisions of sections 421 to 4287, inclusive, of the Revised Statutes of the United States of America) and without prejudice to the generality of the laws of the United States of America) and without prejudice to the generality of the laws of the United States of America) and without prejudice to the generality of the laws of the United States of America) and without prejudice to the generality of the laws of the Goods are carrier.

(2)PORT TO PORT SHIPMENT

The responsibility of the Carrier is limited

generality of the foregoing also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried.

(2)PORT 10 PORT SHIPMENT

The responsibility of the Carrier is limited to that part of the Carriage from and during loading notto the vessel up to and during discharge from the vessel and the during loading not the twested up to and during discharge from the vessel and the during loading not the twested up to and the part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant constitutes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent enter into contracts with others on any terms (3) COMBINED TRANSPORT

Save as is otherwise provided in the Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below:

(4) Where the stage of Carriage where the loss or damage occurred cannot be proved:

(5) Charges and the carrier shall be entitled to rely upon all exclusions of liability under the

ed:
(i)The Carrier shall be entitled to rely upon all exclusions of liability under the (1)The Carrier snain oe eninueu to resy upon an CASSAN and the loss or Rules or legislation that would have applied under (61)(A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COGSA or COGWA if this Bill of Lading is subject to US or Canadian law

COGSA or COGWA if this Bill of Lading is subject to US or Canadian law respectively.)

(ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(iii) Subject to 64(C) below, where the Hague Rules or any legislation applying such Rules or the Hague-Visby Rules (such as COGSA or COGWA) is not compulsorily applicable, the Carrier's liability shall not exceed USS500 per package or shipping unit or US\$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser.

Of the respect of means the second of the second of the commodity exchange price at the place and time of delivery to the Merchant or at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered or if there is no such price according to the current market price by reference to the normal value of Goods of the same kind and quality, at such place and time.

(B)Where the stage of Carriage where the loss or damage occurred can be

proved:
(i) the liability of the Carrier shall be determined by the provisions contained in any international convention or national law of the country which provisions:
(a) cannot be departed from by private contract to the detriment of the Merchant,

and (b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document which must be issued in order to make such international convention or national law applicable;

applicable;
(ii) with respect to the transportation in the United States of America or in
Canada to the Port of Loading or from the Port of Discharge, the responsibility of the

Carrier shall be to procure transportation by carriers (one or more)and such transportation shall be subject to the inland carriers' contracts of carriage and tariffs and any law compulsorily applicable. The Carrier guarantees the fulfillment of such inland carriers' obligations under their contracts and tariffs; (iii)where neither (i) or (ii) above apply, any liability of the Carrier shall be determined by 6(3)(A) above.

determined by 6(3)(A) above. (4) GENERAL PROVISIONS

(4) GENERAL PROVISIONS (A) DELAY, CONSEQUENTIAL LOSS Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and however caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the

relevant stage of the transport.

(B) PACKAGE OR SHIPPING UNIT LIMITATION

(B) PACKAGE OR SHIPPING UNIT LIMITATION
Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (C) below, be become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit in excess of the package or shipping unit ilimitation as laid down by such Rules or legislation. Such limitation amount according to COGSA is USSSO0 and according to COGWA is the greater of 2 SDI per kilo of the gross weight of the cargo lost or damaged or 666.67 SDRs per package. If no limitation amount is applicable under such Rules or legislation, the limitation shall be USSSO0.

(C) AD VALOREM: DECLARED VALUE OF PACKAGE OR SHIPPING

(C) AD VALOREM: DECLARED VALUE OF PACKAGE OK SHIPTING UNIT

The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed 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 and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(D) DEFINITION OF PACKAGE OR SHIPPING UNIT

Where a Carnianer is used to consolidate Goods and such Container is stuffed by the

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Where a Container is used to consolidate Goods and such Container is stuffed by the
Carrier, the number of packages or shipping units stated on the face of this Bill of
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Carrier, the number of packages or shipping units of the purpose of any limit of liability per package or shipping unit provided in
any international convention or national law relating to the carriage of Goods by sea.
Except as aforesaid the Container shall be considered the package or shipping unit.
The words "shipping unit's shall mean each physical unit or piece of cargo not
shipped in a package, including articles and things of any description whatsoever,
except Goods shipped in bulk, and irrespective of the weight or measurement unit
employed in calculating freight charges. As to Goods shipped in bulk, the limitation
applicable thereto shall be the limitation provided in such convention or law which
may be applicable, and in no event shall anything herein be construed to be a waiver
of limitation as to Goods shipped in bulk.

(E) RUST, ETC.
It is agreed that superficial rust, oxidation or any like condition due to moisture, is
not a condition of damage but is inherent to the nature of the Goods and
acknowledgement of receipt of the Goods in apparent good order and condition is not
a representation that such conditions of rust, oxidation or the like did not exist on
ETC NOTICE OF LOSS OR PRAMAGE

(F) NOTICE OF LOSS OR DAMAGE

(r) NOTICE OF LOSS OR DAMAGE

The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of Ladding unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or damage, shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent, within three consecutive days thereafter.

The Carrier shall be discharged of all liability unless suit is brought in the proper formum and written notice thereof received by the Carrier whitein case mouths after the contraction.

(G) ITME-BAR The Carrier shall be discharged of all liability unless suit is brought in the proper forum and written notice thereof received by the Carrier within nine months after delivery of the Goods or the date when the Goods should have been delivered. In the compulsorily applicable, the period prescribed by such convention or large anoly but in that circumstance only.

apply but in that circumstance only. 7. MERCHANT'S RESPONSIBILITY

complisionity applicable, the period oprescribed by such convention or law shall then apply but in that circumstance only.

7. MERCHANT'S RESPONSIBILITY

(1)The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, the content of the many particulars including, but not limited to, of weight, content, measure, the content of the many particulars including, but not limited to, of weight, content, measure, the content of the many particulars including, but not limited to, of weight, content, measure, the content of the many particulars including the many particulars and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods.

(3)The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4)No Goods which are or may become dangerous, inflammable or damaging or law to the tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container or other covering in which the Goods are to be transported and the Goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous, inflammable or damaging nature, the same may at any time be destroyed, disposed of, abundoned, or rendered harmless without compensation to the Merch

8. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other Goods.

(2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

supplied before or after the Goods are received by the Carrier or delivered to the Merchant.

(3) If a Container has been stuffed by or on behalf of the Merchant.

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(4) the Carrier shall not be liable for loss of or damage to the Goods (i)caused by the unsuitability of the Goods for carriage in Containers (i)caused by the unsuitability of the Goods for carriage in Containers provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition arose (a) without any want of due diligence on the part of the Carrier or (b) would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was stuffed;

(iv) if the Container is not sealed at the commencement of the Carriage except where the Carrier has agreed to seal the Container the Carrier has agreed to seal the Container do Hod harmless Carrier against any loss, damage, claim, liability or expense whatsever arising from one or more of the matters covered by (A) above except for (A)(iii)(a) above.

(4)Where the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

of any particular type or quality. 9. TEMPERATURE CONTROLLED CARGO

9. TEMPERATURE CONTROLLED CARGO
(1)The Merchant undertakes not to tender for transportation any Goods which require
temperature control without previously evining written notice(and filling in the box on
Merchant or a person acting on his behalf) of their nature and particular temperature
range to be maintained and in the case of a temperature controlled Container stuffed
by or on behalf of the Merchant further undertakes that the Container has been
properly pre-cooled, that the Goods have been properly set by the Merchant before receipt
of the Goods by the Carrier.
If the above requirements are not complied with the Carrier shall not be liable for any
(2)The Carrier shall not be liable for any loss of or damage to the Goods arising from
defects, derangement, breakdown, stoppage of: the temperature controlling
machinery, plant, insulation or any apparatus of the Container, provided that the
Carrier shall before or at the beginning of the Carriage exercise due diligence to
maintain the refrigerated Container in an efficient state.

10. INSPECTION OF GOODS

The Carrier or any person authorised by Carrier shall be entitled, but under no

INSPECTION OF GOODS
 The Carrier or any person authorised by Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect the Goods.

 MATTERS AFFECTING PERFORMANCE

(1)If at any time the Carriage is or is likely to be affected by any hindrance, risk,

delay, difficulty or disadvantage of any kind (including the condition of the Goods) whensoever and however arising (whether or not the Carriage has commenced) the Carrier may:

(A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease;

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) abowe, continue the Carriage.

In any event the Carrier's shall be entitled to full charges on Goods received for Carriage and the Merchant shall pay any additional costs resulting from the above Carriage and the Merchant shall pay any additional costs resulting from the above of the disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

12. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant: use any means

12. METHODS AND ROUTE OF TRANSPORTATION

(1) The Carrier may at any time and without notice to the Merchant: use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether than the contract of the contract

unarmed.
(2)The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or

degree. 13. DECK CARGO (AND LIVESTOCK)

15. DECK CARGO (AND LIVESTOCK)
(1) Goods of any description whether containerised or not may be stowed on or under dock without notice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods (other than deck or under the deck shall participate in General Average and such Goods (other than deck or under large and such Goods (other than the Hague Rules or any legislation making such Rules or the Hague-Visby Rules compulsorily applicable (such as COGSA or COGWA) to this Bill of Lading (2)Goods (not being Goods stuffed in or on Containers other than open flats or pallets) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried (and livestock, whether or not carried on deck) are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever. The Merchant shall defend, indemnify and hold harmless the Carrier against all and any extra cost incurred for any reason whatsoever in connection with carriage of such livestock.

14. DELIVERY OF GOODS

11. delivery of the Goods or any part thereof is not taken by the Merchant at the time

14. DELIVERY OF GOODS
If delivery of the Goods or any part thereof is not taken by the Merchant at the time and place when and where the Carrier is entitled to call upon the Merchant to take delivery thereof, the Carrier shall be entitled without notice to remove from a Container the Goods or that part thereof if stuffed in or on a Container and to store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk and expense of the Merchant. Such storage shall constitute due delivery must thereof shall constitute of the Carrier in respect of the Goods or that not thereof shall constitute on.

part thereof shall cease. 15. BOTH-TO-BLAME COLLISION

15. BOTH-TO-BLAME COLLISION

If the vessel on which the Goods are carried (the carrying vessel) comes into collision with any other vessel or object (the non-carrying vessel or object) as a result of the negligence of the non-carrying vessel or object, the Merchant undertakes to defend, indemnify and hold harmless the Carrier against all claims by or liability to (and any expense arising therefrom) any vessel or poston, in respect of any loss of, or damage to, or any claim whatsoever of the Merchant paid or payable to the Merchant by the non-carrying vessel or object or the owner of, charterer of or person responsible for the non-carrying vessel or object and set-off, recouped or recovered by such vessel, object or person(s) against the Carrier, the carrying vessel or her owners or charterers.

16. GENERAL AVERAGE

(I)The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection.

Carrier in this connection.
(2)Notwithstanding (1) above, the Merchant shall defend, indemnify and hold (2)Notwithstanding (1) above, the Merchant shall defend, indemnity and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection. (3)The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

17. CHARGES

17. CHARGES

(1) Charges shall be deemed fully earned on receipt of the Goods by the carrier and shall be paid and non-returnable in any event by the merchant and/or his agent who are jointly and severally responsible to the carrier.

(2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, remeasure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

particulars.
(3)All Charges shall be paid without any set-off, counter-claim, deduction or stay of

18. LIEN
The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.
19. VARIATION OF THE CONTRACT
No servant or agent of the Carrier shall have be power to waive or vary any of the terms.

19. VAKIATION OF THE CONTRACT No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorised or ratified in writing by a director or officer of the Carrier who has the actual authority

of the Carrier so to waive or vary. 20. PARTIAL INVALIDITY

20. PARTIAL INVALIDITY
If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.
21. JURISTICTION AND LAW

21. JURISTICTION AND LAW

The contract evidenced by or contained in this Bill of Lading is governed by the law
of Canada and any claim or dispute arising hereunder or in connection herewith shall
be determined by the Federal court in Montreal Canada, and no other court.