## **NS World Logistics**

Bill of Lading Terms and Conditions (Rev. 0\_/2008)
NON-VESSEL-OPERATING COMMON CARRIER (NVOCC) FMC OTI NO. 020855N 7400 Metro Blvd, Suite 300, Edina, MN 55439, USA

## 1. DEFINITIONS

E-FINITIONS
World Logistics (North Star Container LLC FMC OTI No. 020855N d/b/a NS World
stics) an NVOCC as defined by the Shipping Act of 1984, as amended, and on whose behalf this Bill
ding has been issued.

Person includes an individual, group, company or other entity.

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Polded' means any Person in possession of (or entitled to the possession or) this Bill of Lading.

Merchant includes any Person who at any time, in relation to the Goods, has been or becomes the Holder, shipper, consignee, received, exporter, importer, owner, or any Person entitled to possession of the Goods or of this Bill of Lading, any Person(s) acting on behalf of any such Person, and any Person having a past, present, of future interest in the Goods.

Todods' means the whole of mercest in the Goods have a such as the state of the Carrier.

Todods' means the whole of the openations and services undertaken or performed by or on behalf of the Carrier in respect of the Goods.

Contineer includes any container, laber, to appoint of stuch Goods.

Combined Transport arises where the Place of Receipt and the Place of Delivery indicated or the fort of the Silli 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 fort of this Silli of Lading or both the Place of Receipt and the Place of Delivery in the fort of the Silli of Lading is 100 that the Place of Receipt and the Place of Delivery on the front hereof, specify any place or spot within the area of the ports on nomination.

Flague Rules' means the provisions of the International Convention for the Unification of Certain Rules relating to Sillis of Lading signed at Brussels on 23th August, 1924, and includes the amendments by the Protocol signed at Brussels on 23th February, 1986, but only if such amendments by the Protocol signed at Brussels on 23th February, 1986, but only if such amendments by the Protocol signed services incurred and payable by the Merchant.

COGWA' means the Carriage of Goods by Water Act 1936 of Canada, as a mended.

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ompping unit: includes freight unit and the term 'unit' as used in the Hague Rules and Hague-Visby Rules.

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

2. CARRIER'S TARIFF AND TERMS AND CONDITIONS OF SERVICE.

The provisions of the Carrier's applicable tariff, if any, and the Carrier's terms and conditions of service are incorporated herein. Oppies of the provisions of the Carrier's applicable tariff are obtainable from the Carrier or its agents upon request or, from the Carrier's publicly available tariff, which is published at the teation reported to the appropriate government body. The tariff is also available by subscription. The continue that the carrier's publicly available tariff, which is published at the teation reported to the appropriate government body. The tariff is also available by subscription. The commercial documents related to the carrier's provided to the carrier's invoices, the shipper's letter of instructions, the credit application, powers of attorney, and other commercial documents, and at the Carrier's offices, in the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

3. WARRANTY

A 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 censitishe title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described.
(2) This Bill of Lading shall be prime facie evidence of the Carrier's receipt 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 pay acting in good faith.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS
(1) The Carrier's shall be entitled so sub-contract on any terms the whole or any part of the Carriage.
(2) The Merchant undertakes that no claim or allegations shall be made against any Person or vessel whatsoever, other than the Carrier, including, but not limited to, the Carrier's severaits 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 is not indirectly, is procured, performed or undertaken, which imnoses or independent contractor and his servants or agents, and all others by whom the whole or any part of the Carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such Person or vessel any liability whatsoever in connection with the Goods or the Carriage. The provisions of COGSA shall apply by agreement of the parties to all agent, contractors, and subcontractors, including but not limited to, draymen, truckers, and stevedorse, prior to the loading of and after the unloading of the cargo. If any claim or allegation should nevertheless be made, Merchant agrees to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without projudes to the foregoing, every such Person and vessels shall have the bonefit of all provisions herein benefiting of the Carrier, including but not limited to the provisions of COGSA, as if such provisions herein benefiting of the Carrier, including but not limited to the provisions of COGSA, as if such provisions therein benefit in the part of the provisions of COGSA, as if such provisions therein benefit in the provision herein benefit in the provision of the provisions of COGSA, as if such provisions therein benefit in the provision herein benefit in the provision of the provisions of COGSA, as if such provisions therein benefit in the provision herein benefit in the provision herein benefit in the provision of the provision of the provision of the provision of the provision herein benefit in the provision of the provision of the provision of the provision herein benefit in the provision of the p

consequence around unrectiventy among from the Carriage of Goods insofar as such claim or liability serveds the Carriage by any action against consequence of the Carriage of Goods insofar as such claim or liability, privileges, and conditions granted or provided by the Bill of Lading, staff, or statute for the benefit of the Carriage, and conditions granted or provided by this Bill of Lading, latiff, or statute for the benefit of the Carriage, and conditions granted or provided by this Bill of Lading, latiff, or statute for the benefit of the Carriage, and so apply to and for the benefit of the Gifficers and employees of the Carriage 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 Carriage (including, without limitation, and the Carriage an

(2)PORT TO PORT SHIPMENT
The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto the
vassel up to and during discharge from the vessel. The Carrier shall not be liable for any loss or
damage whateover in respect of the Goods or for any other matter arising during any other part of the
Carriage even through Carrier, the Merchant
authorizes the Carrier or the whole Carriage have been changed by the Carrier. The Merchant
authorizes the Carrier or the whole Carriage have been changed by the Carrier. The Merchant
standport, storage, handling or any other services in respect of the Co-decream with others for
transport, storage, handling or any other services in respect of the Co-decream with the contract
whole the contract of the Carrier or others. The Carrier may, as such agent, enter into contracts
with others on any terms whatsoever, including terms less favorable than the terms in this Bill of Lading,
(3)COMBINEO TRANS-PORT

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

coops occurring from in term ten woods are taken into his charge, until the time of delivery to be extent set out below. 
(A)Where the stage of Carriage in which the loss or dramage occurred cannot be proven: 
(A)Where the stage of Carriage in which the loss or dramage occurred as the act or legislation that 
would have spirally benefit 6(1)(A) buy upon all exclusions of liability under the rules or legislation that 
would have spirally benefit 6(1)(A) buy the high below of COGWA if this Bill of Leading is subject to U.S. or 
Carriage by sea, under the Hage Rules (or COGSA or COGWA if this Bill of Leading is subject to U.S. or 
Canadian have respectively).

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

(ii) Subject to 8(4)(C) below, where the Hague Rules or any legislation applying such rules or the 
Hague-Visby Rules (such as COGSA or COGWA) is not computerly applicable, the Carrier's liability 
shall not exceed the lesser of US \$500 per package or shipping unit or US \$2.00 per kilo of the gross 
weight of the Goods lost or damage.

(ii) The value of the Goods shall be determined according to the commodity exchange nice at the place 
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shall not exceed the lesser of US \$500 per package or shipping unit or US \$2.00 per kile of the gross weight of the Goods lost or dramap ded.

(iv) The value of the Goods shall be determined according to 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 Good of the area held and guild, assure place and time.

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(4)GENERALPROVISIONS

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use. The Carrier shall, under no circumstances be lable for direct, indirect, peocla, incidental, punitive or consequential damages including, but not limited to, loss of profits, income, utility, interest or loss of market, caused by delay, whether or not Carrier had prior knowledge that such damage might be incurred. Scheduled or advertised departure and arrival limes are only expected times and are not a guarantee of delivery by a date certain. If the carrier had private the Carrier had private to consider the Carrier had private to carrier had private the Carrier had in the Carrier had not be carried to the Carrier had not had been carried to the Carrier had not had been carried to the Carrier had not had been the Carrier had not had been carried to the carrier had not knowledge of the value of the Goods, and that higher compensation than that provided for in this Bill of Lading may not be claimed unless.

shall be US 350U per package of customary freight unit.

(C) Ad Valuerum the state of the value of the Goods, and that higher compensation than that provided for in this Bill of Lading may not be claimed unless, with the consent of the Carrier, the value of the Goods is declared by the shipper prior to the commencement of the Carriage stated in this Bill of Lading and extra freight is paid, if required, in that case, the amount of the declared value shall be substituted for the limits set forth in this Bill of Lading. Any partial loss or damage shall be adjusted pro rate on the basis of such declared value.

(I) This Bill of Lading and such shall be substituted for the limits set forth in this Claim (C)Description of Goods all be primer facie evidence of the receipt by the Carrier from the shipper in other packages or units indicated in the box on the face hereof entitle (MO C)P PKGS.

(2) Except as provided in Clause 6(D)(f.) above, no representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

Seods, and the Carrier's shall be under no responsibility whatsoever in respect of such description or particulars.

(3) If any particulars of any leter of credit, import license, and/or sales contract, invoice, order number, and/or sales for any contract to which the Carrier is not a party, are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant agrees that the inclusion of such particulars shall not be regarded as a declaration of value, and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to defend, indemnity and hold harmless the Carrier against all consequences of including such particulars in this Bill of Lading. The Merchant acknowledges that, except when the provisions of Clause 6(C) apply, the value of the Goods is unknown to the Carrier.

(S) Rigged that superficial rust, oxidation or any like condition due to misiture, is not a condition of damage. Mil it is thereof the the calking of the Carrier of excepted the condition of

(E)Rust, atc.
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 the Carrier's acknowledgement of receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, (F)Notice of Loss of Damage

(F)Notice of Loss or Damage
The Carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of unless notice of loss of, or damage to, the Goods, indicating the general nature of such loss or or shall have been given in writing to the Carrier or to his representables at the place of elielyery both the time of removal of the Goods into the custody of the Person entitled to delivery thereof under 10 clading or, if the loss or damage is not apparent, within three consecutive celendar days thereaf

of Lading or, if the loss of damage is not apparent, within the recovery of the loss of damage is not apparent, within the proper forum and written notice thereof received by the Carrier within twelve months after delivery of the Goods or the date when the thereof received by the Carrier within twelve months after delivery of the Goods or the date when the thereof processes the date to the convention or law composition or law shall than or law shall tha

7. SHIPPER SIMERCHANT'S RESPONSIBILITY
(1) Merchant Person(s) shall be ignirely and severally liable to Carrier for fulfillment of all obligations undertaken by any Merchant Person, and the shipper set forth on the front side of this Bill of Lading shall notly all Merchant Person(s) of such liability in this Bill of Lading and remain so liable throughout Carriage, notwithstanding any transfer of this Bill of Lading and/or title to the Goods to another party.
(2) The Merchant warrants to the Carrier that the particular relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behall of the Merchant, are adequate and correct. The Merchant of the Carrier than the Merchant (and the Container merchant) and/or other international safety standards and is fit in all respects for Carriage by the Carrier.
(3) The Merchant shall defend, indemnify and hold harmless the Carrier against all claims, losses, damages, fines and eyponess arising or resulting from any breach of any of the varrantes in Clause (72) hereof or from any other cause in connection with the Goods for which the Carrier is not responsible.

responsible.

(4) The Merchant shall comply with all regulations or requirements of Customs, the port and other authorities, and shall bear and pay all dulies, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the forepoing, freight for any additional Carriage undertaken) incurred or suffered in respect of the Goods, and shall indomnify the Carrier in respect thereof. If the vessel is delayed due to an act or omission by the Merchant, the Merchant shall be responsible to Carrier for all costs, including clean up and delay, incurred as a result of the Merchant's acts or mission.

Carrier for all costs, including clean up and delay, incurred as a result of the Merchant's acts or omissions.

(5) If Contine supplied by or on health of the Carrier are unpoched at the Merchant's premises, the contine supplied by or on health of the Carrier are unpoched at the Merchant's premises, the contine segment of the segment of

(7) DANGEROUS, HAZARDOUS, OR NOXIOUS CARGO
Carrier may throw overboard or destroy any carge that has not been fully disclosed or if the cargo
should subsequently endanger the ship or its Personnel. The Merchant shall defend, indemnify and hold
harmless the Carrier for all filters, vivil or criminal penalities, costs of cleanup and disposal charges, and
after reys' fees a rising out of any omission of full disclosure and as a result of improper packing or
stowage by the Merchant.
9. CONTAINERS
(1) Coods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with other

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8. Goods may be stuffed by or on behalf of the Merchant:

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8. Goods may be manner in which the Container has been stuffed;

8. Goussed by the unsuitability of reflective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph;

8. Goods may be the unsuitability of reflective conditions of the Container, provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph;

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11. 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 howsoever arising (whether or not the Carriage has commenced), the Carriar 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 Carriar may deem sale and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease:

deem safe and convenient, whereupon the responsibility of the Carrier in respect or such Gouvois cease;

(B) without prejudice to the Carrier's right subsequently to abandon the Carriage under 11(A) as continue the Carriage, in any event, the Carrier shall be entitled to full Charges on Goods receives Carriage and the Merchant shall pay any additional costs resulting from the above circumstances.

(2) The liability of the Carrier in respect of the Goods shall cease on the delivery or other dispositio the Goods in accordance with the orders or recommendations given by any government, authorit 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 vithout notice to the Merchant: use any means of transport or storage whatsoever, including but not limited to, inland carriage by truck, rail and/or air; load or

carry the Goods on any vessel, whether named on the front hereof or not; transfer the Goods from one conveyance to another, including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever; proceed at any speed and by any route in Carrier's discretion (whether or not the nearest, direct, customary, advertised, or published route) and proceed to or stey at any place whatsoever encor or more customary, advertised, or published route) and proceed to or stey at any place whatsoever encor or more place is a port named on the front hereof as the intended Port of Loading or inherded Port of Discharge); comply with any orders or recommendations given by any government, authority, or ahving under the terms of the insurance on the conveyance employed by the Carrier, the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed, or to be dy-d-ocked; permit the vessel to carry livestock, Goods of all kinds, dangerous or otherwise, contriband, explosives, munitions or warfite stores, and sail armed or unarmed.

Or all a second or the conveyance employed by the Arrier (without notice to Marcham) for Carriage and shall one be a deviation of whatsoever nature or degree.

13. DEK CARGO (AND LIVESTOCK)

(1) Goods of any description, whether containerized or not, may be stowed on or under deck without notice to the Merchant, and such stowage shall not be a deviation of whatsoever nature or degree.

13. DEK CARGO (AND LIVESTOCK)

(2) Goods of the definition of Goods, whether carrier of one deck or under deck, shall participate in General Average, as explained in Paragraph 16 below, and soods Golds (other than its vestock) shall be deemed to be within the definition of Goods of for the purposes of the Hague Rules or any legislation making such to be within the definition of Goo

to be within the definition of Goods for the purposes of the regue rures or any wegawaton manning accounts of the regue rures or any wegawaton manning accounts of the regue rures or any wegawaton manning accounts of the regue rure of the regue rures or any wegawaton manning accounts of the regue rure rure rure rures or any wegawaton that are stated on the fort of the Sill of Lading be be carried on deck and without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inhand water-way whether caused by unsaworthiness 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 investock.

1. DELIVERY OF GOODS

If delivery of the Goods or all uses of the theory of the carrier shall be entitled without notice to remove from a Container the Goods or that part thereof it shall be entitled without notice to remove from a Container and to store the Goods or that part thereof shall cease.

1.8 BOTH-TO-BLAME COLLISION

If the vessel carrying the Goods (the carrying vessel) collides with any other vessel or object, or their owner(s), chartere(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s), chartere(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s), or Person(s) responsible for the non-carrying vessel or object, or their owner(s).

other expense arising interturin, in respect or any, according to the New York 15. CENERAL AVERAGE
15. CENERAL AVERAGE
(1) The Carrier may declare "General Average" which shall be adjustable according to the New York Antwerp Rules of 1974 at any place at the option of the Carrier. The Amended Jason Clause as approved by BluKOO is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard.
(2) Notwithstanding 16(1) above, the Merchant shall defend, indemnify and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made against the Carrier, and shall provide such security as may be required by the Carrier in this connection.

respect of any claim (and any expense arising incompanies). The 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. FREIGHT & CHARGES

(1) Freight 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.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the freight is to be paid, rate of exchange, devaluation and other contingencies relative to freight in the applicable tariff.

(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Shipper, if the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct freight less the freight charged shall be payable as liquidated damages to the Carrier.

(4) All freight shall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

double the correct freight less me rerigin canages assess the payment of the Cold All freight hall be paid without any set-off, counter-claim, deduction or stay of execution before delivery of the Goods.

(3) The Merchant, as defined herein, shall be jointly and severally liable to the Carrier for the payment of freight and all Charges, including attorneys fees, costs, and expenses incurred in collecting such freight, and the performance of the obligation of each of them hereunder.

(a) The Carrier and any and all costs associated with the abandonment of the freight or a refusal of the consignet to make delivery, whether or not freight is "pre-paid" or Collect.

(7) The Carrier shall be entitled to all freight and other Charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any cicumstances whatsoever, whether the vassel and/or goods be lost or not, or the voyage be broken up, or frustrated, or abandoned at any stage of the entite transit period.

(6) The Merchant shall be pointly and severally liable for, and indemnify the Carrier against all dues, duties, taxes and Charges including consular fees levied on the goods or all fines and/or losses under the control of the c

exportation or importation.

(10) The Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for the Merchant, to engage other Persons to regain possession of the Goods, and to do all things deemed advisable to the Carrier for payment of all Freight and Charges and for be performance of the obligation of each of them

her curder.

Its LLEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever
the Carrier shall have a lien on the Goods and any documents relating thereto for all sums whatsoever
due and for the costs, including attorney's fees of recovering the same. The Carrier shall have the right
to sell the Goods and documents by public auction or private treaty, without notice to the Merchant, at
the Merchant's expense, and without any liability towards the Merchant. If on the sale of goods, the
proceeds fall to cover the andurend due and attorneys' fees, costs and expenses incurred, then Carrier
may recover the difference from Merchant.

Should Goods einer demurrage in the United States, Carrier shall assume all rights of a warehouseman
and this All of Leding shall canditude a warehouseman non-negotiable receipt. Goods will be delivered

Should Goods enter demurrage in the United States, Carrier shall assume all rights of a warehossman and this Bill of Lading shall constitute a warehouseman's non-negotiable recipit. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due, if Goods are not claimed within ten (10) days after demurrage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether or not these Goods have been delivered by Carrier.

20. WRITHING REQUIRED TO VARY OR MODIFY THE CONTRACT

ONLY Carrier's Officer, director, or agent with a scalar authority shall have power to waive, vary, after, or modify why terms herein. Any changes must be agreed upon in writing by Carrier and Merchant.

If any povision in this Bill is II a Lating is hade the inclinate or instance.

21. SEVERABILITY

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 unenforceablity shall attach only to such provision. The validity of the unenshing provisions shall not be affected thereby, and that Bill of Lading contract shall be according to the last of Lading contract shall be 22. JURISDICTION AND LAW CLAUSE

Any claim or display the according to the laws of the United States. Actions against the Carrier may only be instituted in the United States District Courts for the District of New York.