

## TERMS AND CONDITIONS FOR THE TRANSPORT

### 1. DEFINITIONS:

- a. "Merchant" includes the Shipper, Consignee, Receiver of goods, Holder of the Bill of Lading, Owner of the cargo, Person entitled to possession of the cargo, Persons having a present or future interest in the Goods, and the servants or agents of any of these, all of whom shall be jointly and severally liable to the Carrier for payment of all Freight, and for the performance of the obligations of any of them under this Bill of Lading.
- b. "Port/Port" means maritime transport only.
- c. "Port/Point" means maritime transport plus land transport from the port of discharge to the inland destination.
- d. "Point/Port" means transport from the point of origin inland to the inland destination including maritime transport. Transportation containers (service modality) will be understood (Box 14).
- e. "Pier/Pier" means the goods are received by the Company at the loading wharf and removed by the Merchant at the unloading wharf. The Company carries out stuffing and stripping.
- f. "House/House" means that the goods are stuffed in the container by the Shipper in his installation and stripped by the Receiver in his.
- g. "Pier/House" means that the goods are received and stuffed in the container by the Company on the pier of origin and unstuffed by the Receiver in the destination warehouse.
- h. "House/Pier" means the goods are stuffed in the container by the Merchant in the warehouse and shipped to the destination wharf. Any stuffing or unstuffing by the Company is for the Merchant, and the Merchant bears all risk related to the stuffing or unstuffing.
- i. The clauses on "on board" or "clean on board" in the Bill of Lading mean that the Company has received the goods from the Merchant on board any means of transport used according to the agreement in this Bill of Lading, and the goods are apparently in a good state and condition ("clean").

When the transport is contracted (transport modality) the Company may undertake (Box 17)

### 2) APPLICABLE LAWS AND JURISDICTION

This contract shall be governed, interpreted, and enforced according to the statutory and common law of the State of Maryland. All disputes and matters whatsoever arising under, in connection with, or incident to this contract shall be litigated, if at all, in and before the Circuit Court of Prince George's County, Upper Marlboro, Maryland, 20772, USA to the exclusion of courts of any other jurisdiction, state, or country.

### 3) SPECIAL CASES – When the Company is not the owner or charterer of the ship transporting the goods, the actual owner or charterer will have the right to enjoy any exemption, limitation, condition, or powers contained in this document that are applicable to the Company and to any other benefit to which it has right as if this Bill of Lading had been issued by Company for the benefit of the owner or charterer.

### 4) LOADING AND STORAGE – Loading may begin without prior notice. If the goods contracted to be embarked have not arrived when the ship is ready to load, the Company is relieved of any obligation regarding the same and the ship may leave port with the Merchant obliged to pay dead freight.

The Company is allowed to load and re-expedite the goods in the ship initially foreseen or to load it or transfer it to another ship whether or not owned by it or take it to the port of destination by any other means of transport. It may also, without prior notice, and whether or not it is customary to do so, decide that the goods be loaded in lighters before or after loading in the ship, for the account and risk of the goods.

The goods may be stowed by the Company as received or with the use of containers, trailers, transportable slacks, platforms, pallets or other transportation elements used to group together and in general for the better and more organized transport of the same.

The Merchant is responsible for the goods being sufficiently and correctly identified in packages. Unless established to the contrary, the description of the goods shown in this Bill of Lading is that declared by the Merchant and the Company will not be answerable to the exactness of marks, numbers, quality weight measurements, nature, quantity, or value. The Merchant will be responsible and will indemnify the Company for any damages caused that are the fault of the Merchant when declaring the above-specified data.

In order to discover real facts and data the Company reserves the right to obtain from the Merchant the original invoice, inspect the contents, and verify the weight, dimensions, or value of the bales and goods. The Company will not be responsible for loss or damage to the goods if its nature or value has been incorrectly declared.

The Merchant is responsible for delivering the goods prepared and packaged in a manner appropriate to its nature to support ordinary travel risks without loss or damage or causing loss or damage to other goods during the whole transport. The Merchant will indemnify any damages arising from his cause.

### 5) STOWAGE IN CONTAINERS – The Company will not be responsible for the correct and safe stowage of cargo in containers if these have been stuffed by the Merchant or for his account. The Merchant will inspect clean if necessary before stuffing and appropriately seal the containers stuffed by him.

Acceptance and stuffing of containers by the Merchant will be - prima facie - evidence that they are in good condition and that he undertakes return in the same state. The Company will not be responsible in these cases for any damage to goods transported if it is alleged that such damages are from inadequate container.

The Merchant will be responsible for damage, fault or breakdown, including fines, sanctions and reasonable attorneys' fees, loss caused by the containers themselves, or by persons or goods, because of failures when filling the containers or an inadequate description of the weight or the nature of the goods loaded, or any other cause that may be implied to them.

6) STOWAGE ON DECK – The cargo may be carried under or on deck at the choice of the Company. The Company will not be responsible for the loss or damage to goods, for whatever reason, if it is indicated in the Bill of Lading that they will be transported on deck. If appropriate, these goods will participate in gross average.

In any case, if the ship is fitted for containers, or specially prepared to transport containers, the stowage of the containers on deck will be understood for all effects, as if made under decks. Notwithstanding the aforementioned goods originating in or destined for the United States may be carried on deck without any responsibility on the part of the Company for losses or damage due to the dangers inherent in transporting goods on deck but subject to all other aspects of the provisions of the Carriage of Goods by Sea Act of the United States of 15 April 1935.

7) DANGEROUS GOODS – The Merchant undertakes not to tender for transportation any goods that may be dangerous, explosive, flammable, radioactive or of a noxious nature without previously advising the Company in writing of its nature and packing and marking the goods or the container or other covering on the outside as required by any laws or regulations that may apply during the voyage. If this is not carried out, the Merchant will indemnify the Company for any loss, damage or expenses arising as a consequence of the same.

8) REFRIGERATED CARGO – The Merchant undertakes not to propose or tender for transportation any goods that require refrigeration without giving prior written advice of its nature and the correct temperature to be maintained. If the refrigerated container is stuffed by or through the Merchant the latter undertakes also that the goods will be adequately stuffed in the container and that the thermostat controls have been properly installed by him before the goods are received by the Company.

The Company will not be liable for any loss or damage to the goods arising from latent defects, irregularities, breakdowns, stoppage of the refrigeration machinery plant, insulation, and/or any other apparatus in the container ship transport and any other facilities, provided that before or at the beginning of the transportation the Company has exercised due diligence in maintaining the container or the vessel in an efficient state.

9) PERISHABLE GOODS – Goods or foodstuffs of a perishable nature will be transported in ordinary containers, vans, pallets, or in any other type of trailer and without any special protection services unless there is a note on the Bill of Lading indicating that such perishable goods will be transported in containers, vans, or trailers that are refrigerated, thermal, specially ventilated, or with any other special equipment in accordance with a protection service and price agreed with the Company.

10) GOODS IN BAGS OR BALES – If goods are discharged in bags or bales that are loose or broken, then the Receiver and/or the Consignee will accept their proportionate part of the sweeping.

The Company will not be responsible for the loss or weight of bales and/or bags that are broken, mended or with holes.

11) LIVE ANIMALS – Live animals are received, maintained, and transported at the sole risk of the Merchant in case of accident, illness, or death and without any guaranty or undertaking on the part of the Company.

12) VOYAGE – Transport of the goods will be by regular line service. The projected voyage will include not only usual customary or announced ports of call specifically shown or not but also many other ports that are on or outside the announced or habitual route or geographical scope both for the intentions of the present voyage and of a previous or subsequent voyage.

The ship may leave out a call at a port, whether or not in its itinerary and may call at the same port more than once and also with or without the goods on board, before or after heading for the port of discharge, adjust compasses, go into dry dock, enter a shipway or shipyard, change berth, carry out demandings, clean ship or carry out similar operations, take on fuel and provisions, disembark seaways, remain in port, leave without pratique tow or be towed, save or attempt to save life or property etc.

In case of quarantine or if the ship is stopped from entering port or if there exists any risk that she may be detained in the same because of ice, bad weather, blockage, boycott, indict, war, rebellion, civil riot, mutiny or any other disturbances, strikes, lockouts and/or other existing or foreseen disturbances (whether or not the ship, the Company, its servants or Agents are part of the same), epidemics or illness, congestions, obstructions, capture or any other cause outside the control of the Company, the ship will have the following powers: Make for a convenient port selected by the Company at its absolute discretion and there discharge the goods, carry the goods in the same ship to the country of embarkation and unload it there, or retain the goods on board the ship and/or carry it to the original port of unloading in the same ship, or in its substitute, and there unload the goods.

The Company will exercise due diligence in making available supplies of fuel and lubricating oils of appropriate type, in the ports or convenient places for the use of the ship (including prior and subsequent undertakings) so that it may undertake the contracted voyage.

Discharge under this clause will be considered as due compliance with the contract and the Company will have no responsibility for any loss, damage or delay derived from the same.

The Merchant will pay expenses arising in these cases. The Company will be free to re-route the ship from the direct route to obtain fuel and oils for this and/or subsequent voyages and will also be at liberty to make the ship steam at reduced speed to save fuel for this and/or subsequent voyages.

13) UNLOADING – The Company is not obligated to give notice of arrival. Unloading may begin without prior notice to the Consignee or Receiver of the goods. The Merchant must be ready to receive the goods as soon as the ship can deliver it, by day or night, during working days and hours, rest days or holidays, whatever the usage or customs of the port. Otherwise the Company or its agents will be free to unload the goods, thus effectively complying with contract.

If the goods are not reclaimed within a reasonable time, the Company may sell them at private or public auction.

The Merchant will accept his reasonable share of untied, unidentified cargo.

Whenever goods are unloaded in lighters and/or sheds and/or warehouse and/or delivered to Customer or other Administrative Department, because this is obligatory or habitual in the port, it will be understood that the Owner of the lighter, Customers or Administrative Department act as Receiver in the name of the Merchant. This is also understood, even if the costs of unloading have not been paid or are not paid by the Company. This situation will not be altered in any way if such payments are made exclusively to allow the Company to arrange unloading, lightening, and/or warehousing as the simple agent of the Merchant and at the latter's total risk. The same is understood when unloading is carried out by the state or official Stevedore Company in the port if the Company has no choice in the matter.

Unless the checkers of the Merchant check the goods in collaboration with the controllers of the vessel, checks made by the agent or servants of the Company will be accepted by the Merchant. The Merchant will accept such checks any time including subsequent deliveries of goods covered by this Bill of Lading that may have been lacking at the beginning without any right to indemnity.

14) FREIGHT AND EXPENSES – Freight, whether prepaid or to be paid at destination (-collect-) will be considered as totally due when the goods are received by the Company and shall not be returned and non-payment shall not be conceded in any case.

Expenses covered under this contract will be considered as due and payable to the Company as soon as they arise.

Freight and expenses will generate an interest rate of 9 (Nine) percent annually from the date and time on which they are earned.

The shipper, Consignee, Receiver, holder of the bill of Lading, and Owner of the cargo have a joint and several liability for the payment of freight due and of expenses arising. Charges for any unpaid amount shall be applied to any future shipments by these entities. The Company shall have the right to hold shipment of cargo for any unpaid charges.

If charges related to shipment are not paid within fourteen (14) days of delivery, the Company shall, without further notice and without need for legal action, have the right to immediately auction the goods contained in the shipment to pay for any charges, whether related to the subject shipment or otherwise, which are owed by the shipper, Consignee, Receiver, holder of the bill of Lading, and/or Owner and to pay for the costs of collection, the costs of auctioning said goods, the costs of storage of said goods, attorney's fees, interest, and any other related fees or costs.

Any mention inserted into this Bill of Lading regarding the value of the goods is made solely for the purpose of calculating the freight, unless the contrary is expressed.

The Merchant will be responsible for the cost of fumigation, collection, and classification of loose cargo, and for the repair of deteriorations and replacement of defective packaging.

No weighing of the cargo will take place on board without the captain's permissions whatever the custom of the port. All weighing expenses, including detention of the ship and the surcharge for unloading ports, will be at the expense and risk of the Merchant.

All rights, taxes, surcharges, payments or expenses in general that may be demanded under any declaration, or receipt of invoice or amount, such as the amount of the freight, cargo, weight, etc. will be paid by the Merchant.

Repacking the goods, the Merchant is obliged to comply with all the requirements demanded by the Customs, Port Authorities, and others and to pay and/or indemnify the Company for all costs and damages arising from his noncompliance. The merchant is also obliged to pay and indemnify the Company for all rights, dues, and similar concepts related to the goods imposed by any of the said Authorities. If the goods may not be imported, the Company will be at liberty to destroy it or load it or have it embarked for the account and risk of the Merchant and send to the port that the Company considers most appropriate.

The Merchant declares that he knows the tariff conditions of the Conferences in which the Company is participating. Such conditions will be applied insofar as they are not contradicting of the Bill of Lading.

15) COMPANY LIABILITY –

A) Port to Port transport for Piers/Piers services coinciding with Port/Port transport modality the Company will be liable for the goods, as carrier from moment in which it receives the goods at the loading port until discharge at the port of destination and will not be liable for any moment when the goods are not under its custody.

B) For House/House, House/Pier, Pier/House services whenever the transport is - Port - in origin and/or destination, operations to move the goods to the loading port and/or unloaded from the port of discharge and in agreements with third parties necessary to carry out the same and to warehouse and/or transfers and/or expedite the goods, if they are not carried out by the Company, it will act exclusively as agent for the Merchant and for the risk and account of the latter, who will pay for loadings and expenses derived the same apart from maritime freight. As agent the Company will not assume any liability as carrier, depository or in any other role, during the period prior to the loading and after unloading vessel.

As additional information and never for the assumption of any liability by the Company, Box 20 of this Bill of Lading may show the final destination of the goods.

C) During transports made under the - Point - mode in origin and/or destination the Company will be responsible to the Merchant for the sailing phase and the land phase in land and/or destination respectively. In order to establish the geographical sphere of responsibility of the Company, Box 10 and/or Box 14 will indicate the places where the goods enters and/or leaves, respectively the custody of the Company noting whether this is a - terminal - railway ramp (-ramp) or Merchant's premises (-door)

When damage or loss occurs during this transport modality, where it cannot be determined who had custody or control of the goods at the time of the loss or damage, the Merchant and the company agree that it will be understood to have occurred during transport by sea and the following clauses will be applied.

Regarding maritime transport of a sub-contractor, when such service is used, the terms and conditions of the Bill of Lading of the subcontract maritime carrier will be applied also to the said transport and be understood to be incorporated into this Bill of Lading.

In the two above cases, company liability will in no case be greater than that which the maritime or inland carriers would have according to their Bills of Lading or own transport contract. Company liability will in no case be greater than \$500 USD per container and \$500 USD per roll on roll off unit.

D) In no case will Company liability extend to any loss or damage resulting from:

- a) Acts of omissions of the Shipper or person acting in his name;
- b) Insufficient or defective packaging of the goods;
- c) Handling, loading, stowage or unloading of goods by the Shipper or any person acting in his name;
- d) Inherent vice in the goods;
- e) Strikes, lockouts, stoppages or legal work restrictions; or
- f) Any cause or event that the company cannot avoid and whose consequences the Company could not foresee with the exercise of reasonable diligence.

In general any other cause admitted as excluding the Company from liability in accordance with the legislation applicable to this Bill of Lading.

E) Merchant shall indemnify and hold the Company harmless for any loss and/or damage suffered by any person and/or thing arising from the damage of goods, covered by Bill of Lading, whenever the Company acts as Merchant's agent and whenever it has acted with due diligence. Merchant will be liable to the Company for all expenses incurred by the Company in defending against any claims for such a loss and/or damage, including but not limited to such expenses as attorney's fees and court costs.

16) DELAYS – The Company will not be liable for any loss or damage resulting or deriving from delays in the carriage of the goods for whatever cause except when there is proof of negligence imputable to the Company.

The Merchant shall provide to the Company all documents necessary for shipment of its goods at least seven (7) business days prior to the sailing date. If it fails to do so, the Merchant shall be responsible for any fines, fees, or penalties related to its failure to provide any such documents. If the Merchant's goods are not shipped due to any lack of shipment documentation, the Merchant shall be fully responsible for all additional costs and charges incurred.

Company liability for guilt or negligence will not in any case exceed the amount of the freight paid on the goods whose delivery is delayed. In no case will a delay be considered originated from a reduced speed of the ship to save fuel.

When the Merchant obtains an empty container from the Company, it must return the same container within 4 business days. The Merchant shall indemnify the Company for any fines or fees associated with its failure to timely return said container.

17) CLAIMS – Unless the Company or its Agent are notified of the loss or damage, and its nature, before or in the moment of removing the goods or its unloading as applicable removal will be - prima fascia - evidence of delivery of the goods in accordance with its identification and according to this Bill of Lading. If the loss or damage is not apparent the notification must be made within the three days immediately following the unloading of the goods.

Any claim against the Company for freight taxes, expenses, or any other damage of an economic nature must be made in writing sent to the Company or to its agent on or before the date on which the goods are or have been delivered.

In any event the Company will be free of all liability for any loss or damage to the goods, freight paid on the goods, freight, taxes and expenses or any other claim, unless a suit for the goods is brought within twelve months following delivery of the goods or the date and moment in which it should have been delivered.

The amount of the claim must not exceed the invoiced value of the goods, subject to the liability limitation in this Bill of Lading or the applicable laws. In no case will the Merchant's loss of profit be compensable.

18) SEIZURE – The Company will have the right of seizure on the goods for any amount due to it and for the costs of recovering the same, and to sell the goods by private or public auction to cover all such claims, if the freight cost is not paid in full within 14 days of arrival of the goods in the port of destination. The Company will have the right of seizure on the goods for any and all cargo that is left un-cleared in the destination port for more than 30 days after arrival. Shipper and Consignee will be held responsible for any costs associated with longstanding and/or un-cleared or un-claimed cargo. Company will sell the goods by private or public auction to cover any costs associated with un-cleared cargo.

19) GROSS AVERAGE – Gross average will be adjusted and paid in any port or place at the option of the Company by an adjuster named by it and will be paid in accordance with New York-Antwerp Rules of 1974 and the usages prevailing in the place of liquidation.

All expenses paid and damages suffered by the ship in attempts to refloat it will be included in the gross average and also the cost of icebreakers.

To this effect, the Merchant is obliged to declare the value of the goods if he is so required. If the Merchant does not give the value, it will be fixed by an Expert named by the Adjuster at the expense of the Merchant. The deposit that the Company or its Agent sufficient to cover the estimated contribution of the goods and any other special expenses constituted – if so demanded from him – by the Merchant or his Agent before delivery of the goods and will be deposited in a special account without prejudice to its ultimate sufficiency. The Captain of the ship, the Company or its Agent are under no obligation to receive the deposits or other guarantees, or to act in any other way to receive contributions average but it shall be understood that the expenses of the Company in receiving and liquidating deposits or other guarantees and other measures that it may take to liquidate contributions, including fees or commissions, will be included in the gross average.

If the average is adjusted in Spain its liquidation will be made extra-judicially. For this reason, it is mutually agreed to expressly renounce that foreseen in article 847 of the Spanish Commercial code.

It is agreed that the Company will have the right without prior notice and complying to this effect with legal requirements to concern any deposits and/or prepayments of the currency the liquidation is paid specifying the rate of exchange on the respective receipt. If the cargo is expedited from any port or place of refuge, the rights to gross average will not be prepaid.

The right of the Company and the Captain to claim a contribution will not vary even if the danger that originated the sacrifice or expenses caused might have been due to the fault of Company Captain, Crew, Pilot or any other person in the service of the former or to the unseaworthiness of the ship. The Merchant renounces all claims against the Company and the Captain for the contribution to gross average.

At the option of the Company, goods or objects not covered by the Bill of Lading will not contribute to the gross average.

If the salvage ship were owned or exploited by the Company salvage will be totally paid as if it belonged to third parties.

20) BOTH TO BLAME COLLISION AND NEW JASON CLAUSES - It will be considered that the Both to Blame Clauses published by the Documentary Council of RVCO, and New Jason Clause, form an integral part of this Bill of Lading if such circumstances should arise.

21) HIMALAYA CLAUSE – It is expressly agreed that no servant or Agent of the Company (including stevedores and any other independent contractor temporarily employed Company) will have any liability before the Shipper, Consignee, Receiver, or Owner of the goods, or before any Holder of this Bill of Lading of any loss, damage, or delay of any nature or directly resulting from any act, as such and in relation to their employment.

Without prejudice to the above, such exemptions, limitation, conditions, and faculties, as well as all rights, exemptions from liability, defenses and immunities of any nature corresponding to the Company, shall benefit the stevedores or other independent contractors as named above, for any loss, damage, delay or other cause.

22) RISKS OF WAR CLAUSE – The Captain is permitted to comply with any orders, instructions or recommendations related to sailings, arrivals, routes, ports of call, stops, destinations, delivery or other orders given by the Government of the Nation under whose flag he sails, or by any other Authority of the same, or by any Government Authority or person acting or agent recommending it, because of or in compliance with such orders, instructions or recommendation he does or does not

do something this will not be considered as a deviation. Agreement made under such orders, instructions or recommendations will be considered as compliance with the transport contract.

23) U.S. TRAFFIC – If the contract implied by this Bill of Lading is subject to the US Carriage of Goods by Sea Act the provisions contained in the said Law still apply before and after unloading while the goods are in the custody of the Company.

The Company will have the right to benefit fully from Sections 4281 to 4386, both inclusive if the Revised Statutes of the United States and modifications if the transporting ship is not chartered by devise but chartered by time or by voyage.

When the U.S. Carriage of Goods by Sea Act applies, the Company' liability will be limited to U.S. \$500 per package. If the goods are not transported in individual packages, the liability will be limited to U.S. \$500 per customary freight unit unless a higher value is declared.

24) CANADA TRAFFIC – All the terms and conditions of the 1938 Canadian Law of Carriage of Goods by Sea and the Regulations and the attachments to the same regulate the contract contained in this Bill of Lading. The Company will have the right to benefit from all the privileges, rights, and immunities contained in the said Law and its regulations as if they were specifically noted here. Unless this Bill of Lading declares a higher value given by the Merchant for the goods, in no case will any liability of the Company exceed \$500

25) DEMURRAGE

Demurrage on cars is \$10 US per day

Demurrage on containers is \$25 US per day

Demurrage on chassis is \$10 US per day

This demurrage is applicable at the loading place, port of departure, port of transshipment, port of destination, or any place between. Demurrage rate varies by carriers.

26) PAYMENTS: All invoices must be paid in full within 22 days off sailing of the shipment. There will be a \$25 US charge for checks returned for insufficient funds.

27) LATE PAYMENT – A late payment fee of twenty (\$20.00) dollars US per day, per unit or container will be assessed for all shipments not paid within 22 days of the sail date. The shipper, Consignee Receiver holder of the bill of Lading and Owner of the cargo shall be jointly responsible for paying the Company for all costs and attorneys' fees incurred in collecting any unpaid or late charges.

28) CUSTOMS CLEARING/HOLDS/RECALLS- Shipper /Exporter listed on BL will be responsible for properly following US Customs clearing regulations. Any and all fees associated with a shipment that has been placed on US CUSTOMS hold prior to export, or recalled to USA after export will be the sole responsibility of the Shipper/Exporter shown on the BL. Company has no control over US Customs holds or recalls.