

SHIPPER/EXPORTER (COMPLETE NAME AND ADDRESS) SCM HOME (ZHEJIANG) CO., LTD. 201 ZHENHUA ROAD, WEST LAKE INDUSTRIAL GARDEN OF ECONOMY, SCIENCE AND TECHNOLOGY, HANGZHOU, ZHEJIANG, CHINA		BOOKING NO.	SEA WAYBILL NO. (WAYBILL) OOLU4119635900	
CONSIGNEE (COMPLETE NAME AND ADDRESS) E&E CO., LTD. 45875 NORTHPORT LOOP EAST FREMONT, CA94538 U.S.A. TEL: 510-4909788 FAX: 510-4902804		EXPORT REFERENCES SC# PE231211		
NOTIFY PARTY (COMPLETE NAME AND ADDRESS) (It is agreed that no responsibility shall be attached to the Carrier or its Agents for failure to notify (see Clause 13 on reverse)) PACIFIC CUSTOMS BROKER 1580 W.ARTESIA SQUARE UNIT D GARDENA, CA 90248 TEL: 800-491-1070 FAX: 310-677-4900*		FORWARDING AGENT-REFERENCES FMC NO.:		
PRE-CARRIAGE BY		POINT AND COUNTRY OF ORIGIN OF GOODS		
VESSEL/VOYAGE/FLAG COSCO DENMARK 052E		PLACE OF RECEIPT SHANGHAI	LOADING PIER/TERMINAL	ORIGINALS TO BE RELEASED AT SHANGHAI
PORT OF DISCHARGE LONG BEACH, CA		PORT OF LOADING SHANGHAI, CHINA	TYPE OF MOVEMENT (IF MIXED, USE DESCRIPTION OF PACKAGES AND GOODS FIELD) FCL / FCL CY/CY	

(CHECK "HM" COLUMN IF HAZARDOUS MATERIAL) **PARTICULARS DECLARED BY SHIPPER BUT NOT ACKNOWLEDGED BY THE CARRIER**

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	H M	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
FCIU9638758 /OOLHYS0036	/	/	235 CARTONS /FCL/FCL /40HQ/		
DFSU7530198 /OOLHYS2162	/	/	256 CARTONS /FCL/FCL /40HQ/		
TLU4644610 /OOLHYS0182	/	/	280 CARTONS /FCL/FCL /40HQ/		
OOLU9527983 /OOLHYS0066	/	/	263 CARTONS /FCL/FCL /40HQ/		
E&E CO. LTD (DBA JLA HOME) 45875 NORTHPORT LOOP EAST FREMONT, CA94538 U.S.A. KLP-230428 KLP-230430EFC	1034 CARTONS		PETPILLOW PET NAPPER PET COUCH AMS PREPAID SHIPPER STATES THAT THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIAL	12224.000KGS	243.600CBM
TOTAL:	1034 CARTONS			12224.000KGS	243.600CBM

** TO BE CONTINUED ON ATTACHED LIST **

NOTICE 1: For carriage to or from the United States of America, (i) Clauses 4 and 23 on the reverse side hereof limit the Carrier's liability to a maximum of U.S.\$500 per package or customary freight unit by virtue of incorporation of the U.S. Carriage of Goods by Sea Act ("COGSA"), unless the Merchant declares a higher cargo value below and pays the Carrier's ad valorem freight charge; and (ii) if carried on deck at Merchant's risk as to perils inherent in such carriage but in all other respects subject to the provisions of COGSA.

NOTICE 2: See Clause 28 on the reverse side hereof: Notice to Endorsee and/or Holder and/or Transferee.

NOTICE 3: If Goods carried on deck at Merchant's risk without responsibility for loss or damage howsoever caused.

Declared Cargo Value US\$.If Merchant enters a value, Carrier's limitation of liability shall not apply and the ad valorem rate will be charged.

FREIGHT & CHARGES PAYABLE AT:		SERVICE CONTRACT NO. PE231211	DOC FORM NO. 1	COMMODITY CODE	Received the Container/Package or other units indicated in the box identified as "Total No. of Containers/Packages received and acknowledged by Carrier" in apparent good order and condition, unless otherwise indicated, to be transported and delivered as herein provided. The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the face and back hereof and to the Carrier's applicable tariff. In witness whereof 0 original bills of lading have been signed, one of which being accomplished, the other(s) to be void. DATE CARGO RECEIVED 30 JUN 2023 DATE LADEN ON BOARD o 4 JUL 2023 DATED 4 JUL 2023	
CODE	TARIFF ITEM	FREIGHTED AS	RATE	PREPAID		COLLECT

The printed terms and conditions appearing on this Bill of Lading are available at www.oocl.com, in OOCL's published US tariffs, and in pamphlet form.

+ STRIKE OUT FOR ON BOARD VESSEL BILL OF LADING
 ◆ SEE CLAUSE 1 HEREOF
 ○ SEE CLAUSE 2 HEREOF
 QF001
 HQD 01/01

SIGNED ORIENT OVERSEAS CONTAINER LINE BY: (CHINA) CO., LTD

, as agent for
 ORIENT OVERSEAS CONTAINER LINE, AS CARRIER◆

CNTR. NOS. W/SEAL NOS. MARK & NUMBERS	QUANTITY (FOR CUSTOMS DECLARATION ONLY)	DESCRIPTION OF GOODS	GROSS WEIGHT	MEASUREMENT
OCEAN FREIGHT PREPAID TOTAL NO. OF CONTAINERS/PACKAGES RECEIVED & ACKNOWLEDGED BY CARRIER FOR THE PURPOSE OF CALCULATION OF PACKAGE LIMITATION (IF APPLICABLE): 4 CONTAINER(S)/PACKAGE(S) DESTINATION CHARGES COLLECT PER LINE TARIFF, AND TO BE COLLECTED FROM THE PARTY WHO LAWFULLY DEMANDS DELIVERY OF THE CARGO. SHIPPER LOAD AND COUNT, CONTAINER(S) SEALED BY SHIPPER				
----- DELIBERATELY LEFT BLANK AND CONTINUE ON NEXT PAGE -----				

SIGNED ORIENT OVERSEAS CONTAINER LINE
BY: (CHINA) CO., LTD

, as agent for

ORIENT OVERSEAS CONTAINER
LINE, AS CARRIER♦

TERMS AND CONDITIONS (Also Available in Pamphlet Form from the Carrier or its Agents)

The printed terms and conditions appearing on the face and reverse side of this Bill of Lading are available at www.oocl.com, in Carrier's published US tariffs, and in pamphlet form.

RECEIVED for shipment in external freight good order and condition, unless otherwise indicated, the number of containers, packages or other customary units identified as "Total Number of Containers/Packages received and acknowledged by the Carrier on the face hereof" subject to the terms and conditions hereof from the Carrier of receipt of the Port of Loading, whichever is applicable. Place of Discharge, whichever is applicable. Weights, measurements, marks, number, quantity, contents and value if mentioned herein are to be considered unquod by this Carrier.

Notwithstanding any customs or privileges to the contrary, the Merchant, in accepting this Bill of Lading, expressly agrees to be bound by all stipulations, exceptions, and conditions attached hereto or stated herein, whether written, printed, stamped or otherwise incorporated herein, as fully as if they were all signed by such Merchant.

1) IDENTITY AND DEFINITION OF CARRIER. "Orient Overseas Container Line" and "OOCL" are trade names for transportation provided separately by "Orient Overseas Container Line Limited ("OOCL") and OOCL(Europe) Limited ("OOCL") respectively as follows:

(a) OOCL shall be deemed the Carrier for transportation of Goods from those Goods are either loaded or discharged in any of Russia, Poland and Turkey.

(b) OOCL shall be deemed to be the Carrier for Goods not carried in 1) (a) above. For the avoidance of doubt, for the purpose of this Clause, transshipment of Goods in either Russia, Poland or Turkey is not to be regarded as loading or discharging of Goods.

If it is ultimately adjudged that a second person or entity, including without limitation, the Vessel, her owner, operator, demise, time, sale or space charterer and/or another member of an alliance and/or consortium and/or joint arrangement of which the Carrier, is a member, is given a status as a carrier/beneficial then that person or entity shall have the benefit of all the rights and defences provided for in this Bill of Lading by law.

Notice is hereby given that the Carrier is a member of alliance and/or consortia and/or joint arrangements. The members of such alliance, consortium, joint arrangement, or other arrangement shall, in addition to the Carrier, be jointly and severally liable for the carriage of cargo, including cargo, receive the right to carry cargo for each other, and otherwise cooperate with each other in the carriage of cargo, without prejudice to the Merchant. In the case of such cargo, however, the terms and conditions of this Bill of Lading shall apply, and the Merchant shall be bound by them and Carrier shall be deemed in all instances to be the Carrier of the Goods, subject to the terms and conditions of this Bill of Lading.

2) DEFINITIONS Without limitation of any definition in any applicable law herein mentioned, "VESSEL" shall include the vessel(s) named in this Bill of Lading, any substituted vessel(s), or any vessel to which transshipment may be made in the performance of this contract and any vessel, craft, lighter or other means of transportation whatsoever, owned, chartered, operated or controlled and used by the Carrier or Participating Carrier in the performance of this contract. "MERCHANT" includes the Shipper, consignee, endorsee, transferee, Holder of this document, consignee, receiver of the Goods, any person or entity owned or entitled to the possession of the Goods or this Bill of Lading and anyone acting on behalf of any such persons. "GOODS" means the cargo received from the Shipper and delivered by any Container not supplied by or on behalf of the Carrier. "HOLDERS" means any person for the time being in possession of this Bill of Lading to whom the property interest in the Goods has passed on or by reason of the consignment of the Goods or the endorsement of this Bill of Lading otherwise: "PARTICIPATING CARRIER" means any other sea, water, land or air carrier performing any part of the carriage provided herein. "CONTAINER" includes any container, trailer, transportable tank, flat, pallet, cradle, sled or any similar article of transport used to consolidate or transport Goods. "LADEN ON BOARD" when noted on this Bill of Lading shall mean that the Goods have been placed on board the Vessel or any other mode of transport. "PLACE OF DISCHARGE" shall mean the place where the Goods are received from the Merchant by the Carrier or Participating Carrier or their respective agents. "PLACE OF DELIVERY" shall be the place where the Goods are delivered by the Carrier or the Participating Carrier to the Merchant. "COGSA" refers to the Hague Rules of Goods by Sea Act of the United States approved April 16, 1924 and any subsequent modifications or re-enactment thereto. The "HAGUE RULES" refers to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels August 25, 1924. "HAGUE-VISBY" refers to the Hague Rules as Amended by the Protocol done at Brussels on February 23, 1968. References to the uniform law of a State shall be deemed to exclude all principles of private international law applied by such State. "STAFF" shall mean any nation, country, commonwealth, territory or possession, internationally recognized to be a body politic and to exercise sovereign power. "COMBINED TRANSPORT" arises if the Place of Receipt and/or Place of Delivery are indicated on the face of this Bill of Lading in the relevant boxes and "PORT" arises if only the Port of Loading and/or Port of Discharge are indicated on the face of this Bill of Lading in the relevant boxes.

3) CARRIER'S TARIFF The terms of the applicable tariff(s) of the Carrier are incorporated herein. Copies of the relevant provisions of the applicable tariff(s) are obtainable from the Carrier upon request. In the case of inconsistency between this Bill of Lading and the applicable tariff(s), this Bill of Lading shall prevail except in the United States of America where the provisions of the tariff shall prevail.

4) CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT

(A) Port to Port Transport
If carriage is Port to Port Transport, the responsibility (if any) of the Carrier for loss or damage to the Goods occurring from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge shall be determined in accordance with the provisions of Clause 4(C).

The Carrier shall be liable on no liability whatsoever for loss or damage to the Goods or non-delivery or misdelivery howeversoever arising in the custody of the Carrier or Participating Carrier prior to loading onto or subsequent to discharge from the Vessel. Notwithstanding the above, in case and to the extent that any applicable law provides for any additional period of responsibility the Carrier shall be liable on the basis of every right, defence, limitation and liberty of the Hague Rules during such additional compulsory period of responsibility notwithstanding that the loss or damage did not occur at sea.

(B) Combined Transport
When the Carrier undertakes to perform and/or in its own name to procure performance of the carriage from the Place of Receipt or the Port of Loading whichever is applicable to the Place of Delivery or the Port of Discharge whichever is applicable and, save as is otherwise provided in this Bill of Lading, the Carrier's liability for loss or damage to the Goods shall be as follows:-

1. If the stage of carriage where loss or damage occurred is not known

(i) If the stage of carriage where the loss or damage to the Goods is not known then the Carrier shall be liable for loss or damage to the Goods save that the Carrier shall be relieved from liability for any loss or damage to the extent that such loss or damage was caused by:-

(i) An act or omission of the Merchant;

(ii) Inaccuracy or defect in the nature or quantity of the Goods;

(iii) Compliance with the instructions of persons entitled to give them;

(iv) Handling, loading, stowage or unloading of the Goods by the Merchant;

(v) Skids, lumps, stoppage or restraint of labour from whatever cause whether partial or general;

(vi) A nuclear incident;

(vii) Any other event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.

(ii) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clauses 4(B)(i)(a) to (vii) shall rest upon the Carrier save that when the Carrier is able to demonstrate that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)(a) to (vii) then it shall be deemed that the loss or damage was caused by one or more of such circumstances unless the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.

(c) Limitation if the Carrier is liable for loss or damage to the Goods then the amount of compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance (if paid).

The Carrier's maximum liability hereunder shall in no circumstances exceed US\$2 per kilo of gross weight of the Goods lost or damaged unless the value of the Goods has been declared by the Merchant with the consent of the Carrier and excess freight has been paid whereupon the declared value (if higher) than shown on the face of the Bill of Lading shall be substituted for the above limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

2. If the stage of carriage during which loss or damage occurred is known

Notwithstanding anything provided for in Clause 4(B)(1) if the stage of the carriage where loss or damage to the Goods is known then subject to the provision of Clause 4(C) which shall apply where loss or damage occurs to the Goods from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge the Carrier's liability in respect of any such loss or damage occurring shall be determined as follows:-

(a) By the provisions contained in any international convention or national law, which provisions cannot be departed from by private contract to the detriment of the Merchant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and evidence in support thereof any particular document which is issued in order to make such international Convention or national law applicable; or

(b) If no international convention or national law is applicable then the liability of the Carrier shall be determined pursuant to the provisions of Clause 4(B)(2).

(c) Subject to Clause 4(B)(2)(a) if loss or damage to the Goods is known to have occurred during a period when the Goods were in the custody of a third party the Carrier shall be relieved from liability for such loss or damage to the extent that such loss or damage was caused by:-

(i) An act or omission of the Merchant;

(ii) Inaccuracy or defect in the nature or quantity of the Goods;

(iii) Compliance with the instructions of persons entitled to give them;

(iv) Handling, loading, stowage or unloading of the Goods by the Merchant;

(v) Skids, lumps, stoppage or restraint of labour from whatever cause whether partial or general;

(vi) A nuclear incident;

(vii) Any other event which the Carrier could not avoid and the consequence of which he could not prevent by the exercise of reasonable diligence.

(ii) Burden of Proof The burden of proving that any loss or damage was caused by one or more of the events mentioned in Clauses 4(B)(i)(a) to (vii) shall rest upon the Carrier save that when the Carrier is able to demonstrate that, in the circumstances of the case, the loss or damage could be attributed to one or more of the events specified in Clauses 4(B)(i)(a) to (vii) then it shall be deemed that the loss or damage was caused by one or more of such circumstances unless the Merchant to prove that the loss or damage was not caused wholly or partly by one or more of these events.

(c) Limitation if the Carrier is liable for loss or damage to the Goods then the amount of compensation shall be calculated by reference to the invoice value of the Goods plus freight and insurance (if paid).

The Carrier's maximum liability hereunder shall in no circumstances exceed US\$2 per kilo of gross weight of the Goods lost or damaged unless the value of the Goods has been declared by the Merchant with the consent of the Carrier and excess freight has been paid whereupon the declared value (if higher) than shown on the face of the Bill of Lading shall be substituted for the above limit and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

2. If the stage of carriage during which loss or damage occurred is known

Notwithstanding anything provided for in Clause 4(B)(1) if the stage of the carriage where loss or damage to the Goods is known then subject to the provision of Clause 4(C) which shall apply where loss or damage occurs to the Goods from the time when the Goods are loaded on board the Vessel at the Port of Loading until the time when the Goods are discharged from the Vessel at the Port of Discharge the Carrier's liability in respect of any such loss or damage occurring shall be determined as follows:-

(a) By the provisions contained in any international convention or national law, which provisions cannot be departed from by private contract to the detriment of the Merchant, and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of the carriage where the loss or damage occurred and evidence in support thereof any particular document which is issued in order to make such international Convention or national law applicable; or

(b) If no international convention or national law is applicable then the liability of the Carrier shall be determined pursuant to the provisions of Clause 4(B)(2).

(c) Subject to Clause 4(B)(2)(a) if loss or damage to the Goods is known to have occurred during a period when the Goods were in the custody of a third party the Carrier shall be relieved from liability for such loss or damage to the extent that such loss or damage was caused by:-

(i) An act or omission of the Merchant;

(ii) Inaccuracy or defect in the nature or quantity of the Goods;

(iii) Compliance with the instructions of persons entitled to give them;

(iv) Handling, loading, stowage or unloading of the Goods by the Merchant;

(v) Skids, lumps, stoppage or restraint of labour from whatever cause whether partial or general;

(vi) A nuclear incident;

4. Except as provided herein in Clauses 4(D)(1) and (2), and where COGSA does not apply by operation of law, the Carrier's liability will be governed by COGSA unless its liability under any other body of law applicable to the particular stage of the transport where the loss occurred is more favourable to the Carrier (with regards to defenses and limitations), in which case that other body of law will apply.

5) WARRANTIES. The Merchant represents, warrants and agrees that:

(a) The Goods are properly packed and are packed and secured in such manner as to be handled in the ordinary course of the transportation without damage to the Goods, Vessel, Containers or other property or persons;

(b) Any Goods placed by the Merchant in Containers are suitable and suitable for transportation in Containers;

(c) He is or has been duly licensed or authorized to possess the Goods and this Bill of Lading; and

(d) The Merchant further warrants that the Containers are not supplied by or on behalf of the Carrier meets all ISO and/or other applicable national or international safety standards and is in full compliance for carriage by the Carrier.

6) MERCHANT'S RESPONSIBILITY AND INDEMNIFICATION

1. All of the persons coming within the definition of Merchant shall be jointly and severally liable to the Carrier for the due fulfillment of all obligations under the Merchant as a Bill of Lading and remain so throughout the transportation notwithstanding having transferred this Bill of Lading and/or title to the Goods to another party.

2. The Shipper further warrants to the Carrier that the particulars relating to the Goods as set out on the face of this Bill of Lading have been checked by the Shipper or receipt of this Bill of Lading that such particulars and any other particulars furnished by or on behalf of the Shipper are adequate, accurate and correct.

3. The Shipper shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in inadequacy of such particulars or the Carrier to indemnify such Shipper in no way limit its responsibility and liability under this Bill of Lading to any person other than the Shipper.

4. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the need for such refrigeration to the Carrier at least 72 hours before receipt of the Goods by the Carrier.

5. The Merchant agrees to indemnify and hold harmless the Carrier against all and any claims, loss, damage, fines or expense arising or resulting from any breach of any warranty or other obligation of the Merchant under the terms of this Bill of Lading and/or applicable law in relation to those Goods for which it is required or

6. The Merchant shall be liable to those persons to whom it is required or

7. REGULATIONS RELATING TO GOODS

1. The Merchant shall comply with all laws, regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, impositions, expenses or losses incurred or suffered by reason thereof or by reason of any freight, incorrect or insufficient description, marking, numbering or addressing of the Goods, and indemnify the Carrier in respect thereof.

2. If the Carrier is obliged to handover the Goods or any part thereof into the custody of any customs, port or other authority, such handover shall constitute due delivery of the Goods or any part thereof to the Merchant under this Bill of Lading.

8) SHIPPER-PACKED CONTAINERS

1. If a Container is fitted with a sealed, stuffed or loaded by the Carrier, the Carrier shall not be liable for loss of or damage to the contents and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

2. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect the Container or other covering on the outside as required by any laws or regulations which are notified to the Carrier by the Shipper and that the Container is in good order and condition, if a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

3. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect the Container or other covering on the outside as required by any laws or regulations which are notified to the Carrier by the Shipper and that the Container is in good order and condition, if a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

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(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

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(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

6. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect the Container or other covering on the outside as required by any laws or regulations which are notified to the Carrier by the Shipper and that the Container is in good order and condition, if a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

7. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect the Container or other covering on the outside as required by any laws or regulations which are notified to the Carrier by the Shipper and that the Container is in good order and condition, if a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

18) METHODS AND ROUTES OF TRANSPORTATION. The Carrier may at any time and without notice to the Merchant: (a) use any means of transport or storage whatsoever; (b) for any purpose whatsoever transfer the Goods or carry same on a substituted vessel and/or otherwise transfer the Goods from one conveyance to another either through transshipment or otherwise; and the Goods may have been subjected to one or more of the following: (i) loading, unloading, departure, routes, ports and places of call, stoppages, destination, arrival, discharge, delivery or otherwise given by any government or authority or any person or body acting or purporting to act with the authority of such government or authority or having under the terms of the contract or the conveyance employed by the Carrier the right to give directions; and (ii) at the request of the Merchant or otherwise if required to make arrangements for any forwarding conveyance and services, not within the scope of the transport herein contracted for, and in making such arrangements, the Carrier shall be considered solely as agent of the Merchant and without any other responsibility whatsoever for any action taken by the Merchant under this Clause 18, or delay resulting therefrom, shall be deemed to be included within the contractual transfer and shall not be a deviation.

19) GENERAL

1. 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. In no circumstances shall the Carrier be liable for loss or damage to delay.

2. Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any other cause. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage, such liability shall in no event exceed the freight paid for the transport covered by this Bill of Lading.

3. The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with the original or the copy of the Bill of Lading. The Merchant, whether before or after the Goods are received by the Carrier for transportation or delivery to the Merchant.

4. All Containers to be to the joint and several responsibility of all of the persons coming within the definition of the Merchant and must be delivered clean and undamaged to a place or point of interchange nominated by the Carrier within the time prescribed in the Carrier's applicable tariffs and conditions, failing which of such persons are jointly and severally liable for such destruction, loss or expense incurred as a result thereof including but not limited to demurrage, container detention charges, the costs of replacement, and other charges.

20) INSPECTION OF GOODS

1. The Carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents are any part thereof not safely or properly be carried or carried further, either at all, or without incurring any reasonable expense or taking any measures in relation to the Container or its contents or any part thereof, the Carrier may, at its option, refuse to deliver the Goods and/or to transport them and/or to take any measures and/or incur any reasonable additional expense to carry or to continue the carriage or to store the same ashore or aboard under cover or in an open, at any place, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

(e) packing of temperature controlled Goods at other than the booked temperature.

2. The Shipper is responsible for the packing and sealing of all Shipper-packed Containers. The Shipper shall inspect the Container or other covering on the outside as required by any laws or regulations which are notified to the Carrier by the Shipper and that the Container is in good order and condition, if a Shipper-packed Container is delivered by the Carrier with its seal intact, the Carrier shall not be liable for any shortage of Goods. If a claim for shortage is made against the Carrier, the Merchant shall indemnify the Carrier against all loss, damage, liability or expense incurred by the Carrier in such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been filled, packed, stuffed or loaded; or

(b) the unsuitability of the contents for carriage in Containers; or

(c) the unsuitability or defective condition of the Container arising without any want of due diligence on the part of the Carrier to make the Container reasonably fit for the purpose for which it is required; or

(d) the unsuitability or defective condition of the Container or the incorrect setting of any temperature controls thereof which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled, packed, stuffed or loaded; or

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