(1) Clause Paramount

All carriage under this Bill of Lading to or from the United States shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, 46 U.S.C. sections 1300-1315 (hereafter, “the COGWA”). Carriage to or from Canada shall have effect under the Water Carriage of Goods Act of Canada (“COGWA”). All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Vsby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of the applicable law (except as may be otherwise provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel, whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

(2) DEFINITIONS:

2.1 “Ship” means the vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this contract.

2.2 “Carrier” means FedEx Trade Networks Transport & Brokerage, Inc. on whose behalf this Bill of Lading has been signed.

2.3 “Merchant” includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading and any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons.

2.4 “Package” is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed container on this Bill of Lading.

2.5 “Container” includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods.

2.6 “Carrier’s container or Carrier’s equipment” includes containers or equipment owned, leased or used by Carrier in the transportation of Merchant’s goods.

2.7 “Goods” mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well.

3.1 Carrier shall be entitled to subcontract directly or indirectly on terms of this Bill of Lading to or from Canada shall have effect under the Water Carriage of Goods Act of Canada (“COGWA”). All carriage to and from other states shall be governed by the law of any state making the Hague Rules or Hague-Vsby Rules compulsorily applicable to this Bill of Lading or if there be no such law, in accordance with the Hague Rules. The provisions of the applicable law (except as may be otherwise provided herein) shall govern before the goods are loaded on and after they are discharged from the vessel, whether the goods are carried on deck or under deck and throughout the entire time the goods are in the custody of the Carrier.

4.1 Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes.

4.2 The Ship shall have the liberty, either with or without the goods on board, to at any time adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark or disembark any persons, carry contraband and hazardous goods, sail with or without pilots, and save or attempt to save life or property.

4.3 If the goods, in whole or in part, are for any reason not carried on the Ship named in this Bill of Lading, or if loading the goods delays or is likely to detain the Ship, the Ship may proceed without carrying or loading the goods in whole or in part, and notice to Merchant of such sailing is hereby waived. Carrier does not undertake to perform the transport at the place of receipt or Port of Loading, be entitled to change the route to the extent necessary to enable Merchant to take delivery of the goods and, upon his failure to do so, to warehouse or place them at any place selected by Carrier and the time and expense of Merchant, and/or

6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its carriage and the time of delivery but shall not be liable for any consequential damages arising from such loss or damage.

6.2 If it is established that the loss of or damage to the goods occurred during sea carriage, liability shall be governed by the legal rules applicable as provided in Section 1.1 of the Bill of Lading.

6.3 If it cannot be determined when the loss of or damage to the goods occurred, it shall be presumed that such loss or damage occurred during sea carriage and liability shall be governed as provided in Section 6.2 above.

6.4 Carrier does not undertake that the goods shall be delivered at any particular time and shall not be liable for any direct or indirect losses caused by any delay.

6.5 Carrier shall not be liable for any loss or damage arising from:

(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the goods in charge,

(b) compliance with the instructions of any person authorized to give them,

(c) handling, loading, stowage or unloading of the goods by or on behalf of Merchant,

(d) inherent vice of the goods,

(e) lack or insufficiency of or defective condition of packing in the case of goods, which by their nature are liable to wastage or damage when not packed or when not properly packed,
2. Merchant warrants that the stowage and seals of the containers are sound.

6. With respect to the inland transportation performed by any agent or subcontractor of Carrier, the Port of Lading or from the Port of Discharge, such transportation shall be subject to the terms and conditions of this Bill of Lading.

6.7 When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including Inland Carriers, on account of the losses or damages for which such claims are paid.

(7) COMPENSATION FOR LOSS AND DAMAGE

7.1 Unless otherwise mandated by compulsorily applicable law, Carrier’s liability for compensation for loss or damage to goods shall in no case exceed the amount of US$500 per package or per customary freight unit, unless the Shipper declares a higher value for the goods in the space provided on the face of this Bill of Lading and paid extra freight per Carrier’s tariff, in which case such higher value shall be the limit of Carrier’s liability. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value. Where a container is stuffed by Shipper or on its behalf and the container is sealed when received by Carrier for shipment, Carrier’s liability will be limited to US$500 with respect to the contents of each such container, except when the Shipper declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier’s tariff.

7.2 In any case where Carrier’s liability for compensation may exceed the amounts set forth in Section 7.1 above, compensation shall be calculated by reference to the value of the goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this contract. Carrier shall have the option of replacing lost goods or repairing damaged goods.

7.3 If the value of the goods is less than US$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice value, plus freight and insurance, if paid.

7.4 Carrier shall not be liable to any extent for any loss of or damage to, or in connection with the precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, heirlooms, or any other valuable goods including goods having particular value only for Merchant, unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of each package in letters and figures not less than two inches high.

(16) FREIGHT CHARGES AND OTHER COSTS

16.1 Freight charges may be calculated on the basis of the particulars of the goods furnished by Merchant, which shall be deemed to have been delivered to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods by the Inland Carrier, but Carrier for the purpose of ascertaining the actual particulars may at any time and at the risk and expense of Merchant.
open the container or package and examine contents, weight, measure, and value of the goods. In case of incorrect declaration of the contents, weight, measure and/or value of the goods, Merchant shall be liable for and bound to pay to Carrier:
(a) the balance of the freight charges between the actual amount charged and that which would have been due had the correct details been given, plus
(b) expenses incurred in determining the correct details, plus
(c) as liquidated and ascertained damages, an additional sum equal to the correct freight.

Quotations as to fees, rates of freight, charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not undertake any circumstances to be binding upon Carrier unless Carrier specifically undertakes the handling of transportation of the shipment at a specific rate.

16.2 Freight shall be deemed earned on receipt of goods by Carrier, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, counterclaim, or deduction, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due. If the services of a Freight Forwarder are used for this transportation, those services shall be deemed to be performed as Agent of Merchant and payment of freight to the Freight Forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound goods. In any referral for collection or action against Merchant for monies due to Carrier, upon recovery by Carrier, Merchant shall pay the expenses of collection and litigation, including reasonable attorneys’ fees.

16.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the goods. Merchant shall be liable for return freight and charges on the goods if they are refused export or import by any government.

16.4 All persons encompassed within the definition of “Merchant” as provided in Section 2 of this Bill of Lading shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances. This provision shall apply regardless of whether the front of this Bill of Lading has been marked “prepaid” or “freight prepaid” so long as freight and charges remain unpaid.

16.5 All persons encompassed within the definition of “Merchant” as provided in Section 2 of this Bill of Lading shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred upon or occasioned by reason of any breach of Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(17) LIEN
Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant and if such claim remains unsatisfied for 90 days after demand made, Carrier may sell at public auction or private sale, upon 10 days written notice by registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

(18) TIME BAR
Carrier shall be discharged from all liability for loss or damage to goods unless suit is brought within 9 months after delivery of the goods or the date when the goods should have been delivered. The time bar for overcharge claims shall be that set forth in Carrier's applicable tariff or 36 months, whichever is shorter and of legal effect under the laws of the country having jurisdiction over this contract.

(19) JURISDICTION
Any claim or dispute arising under this Bill of Lading shall be determined according to the laws of the United States. Actions against the Carrier may only be instituted in the United States District Courts for the Districts of New York.

(20) GENERAL AVERAGE
20.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1944 with the exception of Sections 21 and 22. The General Average statement shall be prepared by adjusters appointed by Carrier.
20.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract or otherwise, Merchant shall contribute with Carrier in General Average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges incurred in respect of the goods. If a salvaging vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvaging vessel or vessels belonged to strangers.

(21) BOTH-TO-BLAME COLLISION CLAUSE
If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or subcontractors, Carrier shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss or damage to or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

(22) CARRIERS' TARIFS
22.1 The goods carried under this Bill of Lading are also subject to all the terms and conditions of tariff(s) on file with the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. If there is a conflict between the terms and conditions on the FedEx Trade Networks Ocean Trade Transport Bill of Lading and the tariff on file, the terms of the FedEx Trade Networks Ocean Transport Bill of Lading shall apply.
22.2 Copies of Carriers' tariffs may be obtained from Carrier or its Agents upon request or from the governmental body with whom the tariff has been filed.

(23) PERISHABLE CARGO
23.1 Goods of a perishable nature shall be carried in ordinary containers without special protection, services or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped container or are to receive special attention in any way. Carrier shall not be liable for any loss of or damage to goods in a special hold or container arising from latent defects, breakdown, or stoppage of the refrigeration, ventilation or heating machinery, insulation, ship’s plant, or other such apparatus of the vessel or container, provided that Carrier shall before or at the beginning of the transport exercise due diligence to maintain the special hold or container in an efficient state.
23.2 Merchant undertakes not to tender for transportation any goods which require refrigeration without written notice of their nature and the required temperature setting of the thermostatic controls before. In the event of the transportation of refrigerated containers packed by or on behalf of Merchant, Merchant warrants that the goods have been properly stowed in the container and that the thermostatic controls have been adequately set before receipt of the goods by Carrier.
23.3 Merchant’s attention is drawn to the fact that refrigerated containers are not designed to freeze down cargo which has not been presented for stuffing at or below its designated carrying temperature. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation.
23.4 If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the goods whatsoever.

(24) SEVERABILITY
The terms of this Bill of Lading shall be severable and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

(25) VARIATION OF THE CONTRACT
No servant or Agent of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.