

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

Table of contents

1. [Definitions](#)
2. [Clause Paramount](#)
3. [Law and Jurisdiction](#)
4. [Sub-Contracting](#)
5. [Basic Liability](#)
6. [Compensation for Loss and Damage](#)
7. [Route to Transport](#)
8. [Liberties](#)
9. [Description and Particulars of Goods](#)
10. [Use of Container](#)
11. [Carrier's Container](#)
12. [Merchant Load and Count](#)
13. [Special Carriage or Container](#)
14. [Dangerous Goods, Contraband](#)
15. [Stowage Under and on Deck](#)
16. [Heavy Lift](#)
17. [Delivery](#)
18. [Fire](#)
19. [Lien](#)
20. [Freight and Charges](#)
21. [Notice of Claim and Time for Suit against Carrier](#)
22. [General Average](#)
23. [Both to Blame Collision](#)
24. [Intermodal Transportation](#)
25. [Carrier's Tariff](#)
26. [Force Majeure](#)
27. [Severability of Terms](#)
28. [No Modification or Amendment Unless Written](#)
29. [Himalaya Clause](#)
30. [Personal Data Protection](#)

1. Definitions When used in this Bill of Lading (A) "Carrier" means OL USA LLC, which operates as a duly licensed and authorized non-vessel operating common carrier ("NVOCC"). (B) "Ocean Carrier" means the vessel operating carrier(s) (including the vessel or her owners) participating in the ocean transportation of the Goods between ports of different countries. (C) "Inland Carrier" means carriers (other than Carrier or Ocean Carrier) by land, water or air, participating in combined transport of the Goods, whether acting as carrier or bailee. (D) "Combined Transport" means carriage of the Goods under this Bill of Lading from place of receipt from Merchant to place of delivery to Merchant by

Version April 2023

Carrier and Ocean Carrier plus one or more Inland Carriers. (E) "Port-to-Port Transportation" means carriage of the Goods under this Bill of Lading other than combined transport. (F) "Merchant" includes the shipper, consignor, consignee, owner, and receiver of the Goods and the holder of this Bill of Lading. (G) "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 Merchant, including the container(s) as well. (H) "Vessel" includes the vessel named on the face of this Bill of Lading and any ship, craft, lighter, barge or other means of transport that is substituted in whole or in part for that vessel. (K) "Subcontractor" includes stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, agents, servants, and any person, firm, corporation or other legal entity which performs services incidental to the carriage of the Goods.

2. Clause Paramount The receipt, custody, carriage, and delivery of the Goods shall be governed by the provisions of the Transportation Agreement, which consists of Carrier's tariff, and the terms and conditions stated on the front and back of this Bill of Lading. Additionally, all carriage under this Bill of Lading to or from the United States shall be performed subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, 46 App. U.S.C. § 1300 et. seq. ("COGSA"). Except to the extent the preceding sentence applies, all other carriage shall be governed by the law of any country involved in the carriage making the Hague Rules or Hague-Visby Rules compulsorily applicable to this Bill of Lading or, if there be no such law, in accordance with the Hague Rules, unless some other national law or treaty is mandatorily

applicable. The provisions of applicable law as set forth above shall also apply to carriage of goods by Inland Carriers, including inland waterway. Except as may be otherwise specifically provided herein, said law 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 subject to this Bill of Lading.

3. Law and Jurisdiction This contract is to be governed by the laws of the state of NEW YORK with the exception of its conflict of laws principles. All disputes arising from the shipment to which this Bill of Lading pertains may only be instituted in a court of appropriate jurisdiction located in the state of NEW YORK. Merchant and Carrier each agree that they are subject to the personal jurisdiction of all state and federal courts located in the state of NEW YORK.

4. Sub-Contracting Exemptions and Immunities of Subcontractors (A) Carrier shall be entitled to subcontract on any terms the whole or part of the handling, storage, or carriage of the Goods and any and all duties whatsoever undertaken by Carrier in relation to the Goods. (B) Merchant warrants that no claim shall be made against any Subcontractor, except the Ocean Carrier or Inland Carrier, that imposes or attempts to impose upon any of them or any vessel owned or operated by any of them any liability in connection with the Goods, and, if any such claims should nevertheless be made, to indemnify Carrier against all consequences of such claims. (C) Without prejudice to the foregoing, it is expressly agreed that every such Subcontractor (and Subcontractor's Subcontractor) that performs services incidental to this contract shall be

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled.

5. Basic Liability A. If either or both of the spaces on the front of this Bill of Lading for "Place of Receipt" or "Place of Delivery" have been completed, this is a Combined Transport bill of lading and paragraphs (B), (C), and (D) shall apply.

B. If this is a Combined Transport bill of lading, Carrier undertakes to perform and/or arrange for performance of the carriage of the Goods from the Place of Receipt or the Port of Loading, to the Port of Discharge or the Place of Delivery, whichever is applicable and Carrier's liability, unless otherwise provided in this Bill of Lading, shall be determined in accordance with the provisions of paragraphs 2 and 6.

C. During the period before loading to the vessel at the Port of Loading and after discharge from the vessel at the Port of Discharge, Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of or exonerations from liability, liberties and benefits contained or incorporated in the contract between Carrier and any person by whom the carriage is performed or undertaken, whether directly or indirectly and who would have been liable to the Shipper or Consignee as if the Shipper or Consignee had contracted directly with such person or contained in any compulsory legislation applicable to such person. In no event shall Carrier's liability under any combined transport bill of lading exceed that determined pursuant to paragraphs 2 and 6.

D. If it cannot be determined at which stage of the carriage the loss or damage occurred, it shall be

conclusively presumed to have occurred while the Vessel was at sea and Carrier's liability shall be determined in accordance with paragraphs 2 and 6.

6. Compensation for Loss and Damage A. Unless otherwise mandated by compulsorily applicable law, Carrier's liability for compensation for loss of or damage to Goods shall in no case exceed the amount of US\$500 per package or per customary freight unit, unless Merchant, with the consent of Carrier, has declared a higher value for the Goods in the space provided on the front 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 Merchant 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 Merchant declares the value on the face hereof and pays additional charges on such declared value as stated in Carrier's tariff. The freight charged on sealed containers when no higher valuation is declared by Merchant is based on a value of US\$500 per container. Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person entitled to make the claim. Carrier shall have the option of replacing lost Goods or repairing damaged Goods.

B. In any case where Carrier's liability for compensation may exceed the amounts set forth in Section 6A 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.

C. 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.

D. In the event that it is held that the Carmack Amendment applies to any part of the movement of the Goods notwithstanding the provisions of the Transportation Agreement to the contrary, recovery for loss of or damage to Goods shall be limited to US\$.50 per pound unless a higher value is declared by Shipper and a supplementary charge paid.

E. Carrier shall not be liable to any extent for any loss of or damage to or in connection with 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 Goods by Carrier or Inland Carrier, the same is inserted on the face of this Bill of Lading and additional freight has been paid as required.

F. Merchant understands that Carrier is not engaged in the business of insurance and that by declaring value in accordance with the provisions hereof, it is not obtaining insurance. If Merchant wishes to purchase cargo insurance to cover goods moving under this Bill of Lading, it must purchase such insurance through a third party of its own accord.

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

7. Route to Transport (A) The Goods may be transported in any reasonable manner and by any reasonable means, methods, and routes at Carrier's absolute discretion, which includes being carried as a single shipment or as several shipments by the Vessel and/or any other means of transport by land, water, or air and by any route whatsoever. (B) The Vessel shall have 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, to call and/or stay at any port or place in or out of the direct, advertised, or customary route, and/or to omit calling at any port or place whether scheduled or not. (C) If the Goods in whole or in part are for any reason not carried on the Vessel named in this Bill of Lading, or if loading the Goods is delayed or is likely to detain the Vessel, the Vessel may proceed without carrying or loading the Goods in whole or in part and notice to Merchant of such sailing is hereby waived. (D) Any action taken by Carrier under this Article shall be deemed to be included within the contractual carriage and such action, or delay resulting therefrom, shall not be considered a deviation.

8. Liberties (A) Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery. (B) In any situation whatsoever, no matter how or when caused, which in the judgment of Carrier (including for the purpose of this Section the Ocean Carrier, Master and any person charged with the transport or safekeeping of the Goods) has given or

is likely to give rise to hinderance, risk, danger, injury, loss, delay, difficulty, or disadvantage of whatsoever nature, and if by virtue of the above it has rendered or is likely to render it in any way unsafe, impracticable, unlawful, or against the interest of Carrier to complete the performance of services under this contract, Carrier may refuse to or discontinue transport of the Goods or take any action which is necessary or advisable in the sole discretion of Carrier, including, but not limited to, terminating the transportation of the Goods and tendering them to a third party carrier or warehouseman at the expense of Merchant, and Merchant shall reimburse Carrier forthwith upon demand for any and all extra freight charges and expenses incurred for any actions taken according to subsection (B), including delay or expense to the Vessel, and Carrier shall have a lien upon the Goods to that extent. (C) Carrier, in addition to all other liberties provided for in this Section, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the carriage or handling of the Goods or the Vessel howsoever given, by any actual or purported government or public authority, or by any committee or person having under the terms of any insurance on the Vessel, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation. (D) 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, and the Carrier shall in no circumstances

whatsoever and howsoever arising be liable for direct, indirect, or consequential loss or damage caused by delay.

E) Notification and Delivery Any mentioning in this bill of lading of parties to be notified of the arrival of the Goods is solely for information of the Carrier. Failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereunder.

9. Description and Particulars of Goods Any reference on the face of this Bill of Lading to marks, numbers, description, quantity, quality, gauge, weight, measure, nature, kind, value, and any other particulars of the Goods, is as furnished by Merchant in a timely manner and relied upon by Carrier, including the Verified Gross Mass ("VGM"). Merchant hereby warrants to Carrier that the descriptions and particulars furnished by Merchant are correct and further agrees Carrier has no responsibility for the accuracy of the description or any other particulars of Merchant's Goods, and Merchant shall indemnify Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy of any description or particular, including any fines, penalties, or liquidated damages assessed by any customs service.

10. Use of Container When the Goods are not already packed into a container at the time of receipt by Carrier, Carrier shall be at liberty to pack and carry the Goods in any type of container.

11. Carrier's Container (A) Merchant assumes full responsibility for and shall indemnify Carrier against any loss of or damage to Carrier's containers

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

and other equipment if the loss or damage is caused or occurs while in the possession or control of Merchant, his agents, or common carriers engaged by or on behalf of Merchant (B) Carrier shall in no event be liable for, and Merchant shall indemnify and hold Carrier harmless from, any death of or injuries to persons, or loss of or damage to property, caused by Carrier's container or its contents while in the possession or control of Merchant, his agents, or common carriers engaged by or on behalf of Merchant.

12. Merchant Load and Count If the Goods received by the Ocean or Inland Carrier are in a container packed by or on behalf of Merchant (A) this Bill of Lading is prima facie evidence of the receipt only of the number of containers on the face of this Bill of Lading. The condition and particulars of the contents are unknown to the Ocean Carrier and Inland Carrier, and Carrier accepts no responsibility for the accuracy of the description of condition or particulars with respect to the order or contents of the containers. (B) Merchant, and not Carrier, shall be responsible for, and Merchant shall indemnify and hold Carrier harmless from, any resulting loss or damage to persons or property (including the Goods) (C) If the container is delivered after transport by Ocean Carrier or Inland Carrier with seals intact, such delivery shall be deemed to be full and complete performance of Carrier's obligation under this Bill of Lading, and Carrier shall not be liable for any loss of or damage to the contents of the container, even if the loss or damage is concealed at the time of delivery. (D) If any seal of the container is broken by customs or other authorities for inspection of its contents, Carrier shall not be liable to

Merchant or any other party for any resulting loss, damage or expenses.

13. Special Carriage or Container (A) Carrier does not undertake to carry the Goods in refrigerated, heated, insulated, ventilated, or any other special hold or container. Carrier will treat such Goods or container only as ordinary goods or dry container, respectively, unless: (1) special arrangements for the carriage of such Goods or container (prior to tendering the Goods to Carrier) have been agreed to in writing between Carrier and Merchant; (2) such special arrangements are noted on the face of this Bill of Lading, including instructions for any required temperature setting of the thermostatic controls prior to tendering the Good to Carrier; and (3) special freight charges as required have been paid. Carrier shall not be responsible for the function of a special container supplied by or on behalf of Merchant. (B) 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 or heating machinery, insulation, ship's plant, or other such apparatus of the Vessel or container. (C) If the Goods received by Ocean Carrier or Inland Carrier is in a refrigerated container packed by or on behalf of Merchant, it is the obligation of Merchant to stow the contents properly and set the thermostatic controls exactly as specified by Merchant. If the requirements set forth in this paragraph are not complied with, Carrier shall not be liable for Merchant's failure in such obligation that results in loss or damage to the Goods.

14. Dangerous Goods, Contraband (A) Carrier undertakes to carry Goods of an explosive, inflammable,

radioactive, corrosive, damaging, poisonous, or dangerous nature only upon Carrier's approval of a written application by Merchant prior to the tender and carriage of such Goods. Such application must accurately state the name, nature and classification of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of Merchant and the consignee. (B) Merchant shall ensure that the nature and danger of such Goods is distinctly and permanently marked on the outside of the package or container containing the Goods. (C) Merchant shall submit all documents or certificates required in connection with such Goods by any applicable statute or regulation or that may be required by Carrier (D) Whenever the Goods are discovered to have been received by Ocean Carrier or Inland Carrier without complying with subsections (A), (B) or (C) above, or the Goods are found to be contraband or prohibited by any law or regulation of any place during the transport, Carrier, Ocean Carrier, Inland Carrier, or any Subcontractor shall be entitled to take any action it deems necessary or advisable in its sole discretion, and Merchant shall be liable for and indemnify Carrier against any loss, damage or liability, including loss of freight, and any other expenses directly or indirectly arising out of custody or carriage of such Goods.

15 Stowage Under and on Deck (A) Goods in containers, vans, trailers, or chassis may be carried under deck or on deck, and when such Goods are carried on deck Carrier shall not be required to specially note, mark, or stamp any statement of "on deck stowage" on the face of this Bill of Lading, any custom to the contrary notwithstanding. Such on deck

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

carriage shall not be considered a deviation from any agreement between Merchant and Carrier. (B) In respect to Goods in containers, vans, trailers, or portable tanks carried on deck, neither Ocean Carrier no Carrier shall be liable for loss or damage caused by water incursion or other perils incident to on deck carriage. (C) In respect of Goods not in containers and carried on deck, and stated on this Bill of Lading to be so carried, all risks of loss or damage from perils inherent in or incident to the custody or carriage of such Goods shall be borne by Merchant and in all other respects Carrier shall have the benefit of the provisions of the applicable, version of the Hague Rules (including COGSA, 46 U.S.C. § 1301 (c)) and the terms of this Bill of Lading.

16. Heavy Lift (A) The weight of a single piece or package exceeding 2,240 lbs. gross must be declared by Merchant in writing before receipt by Ocean Carrier or Inland Carrier and must be marked clearly and durably on the outside of the piece or package in letters and figures not less than two inches high. (B) If Merchant fails in his obligations under the preceding subpart (1) Carrier shall not be responsible for any loss of or damage to in connection with the Goods. (2) Merchant shall be liable for resulting loss of or damage to any person or property, and (3) Merchant agrees to comply with all laws or regulations concerning overweight containers and shall indemnify Carrier against any resulting loss, damage, or liability suffered by Carrier as a result of Merchant's failure to comply with any such laws or regulations.

17. Delivery (A) Carrier shall have the right to deliver the Goods at any time at any place designated by Carrier, within the commercial or geographic limits of the port of discharge or place
Version April 2023

of delivery shown on the face of this Bill of Lading (B) Unless otherwise set forth herein, Carrier's responsibility shall cease when the Goods have been delivered to Merchant, Inland Carrier, connecting carrier, or any other person entitled to receive the Goods on Merchant's behalf at the place designated. Delivery of the Goods to the custody of the CBP, customs, or any other public authority shall constitute final discharge of Carrier's responsibility but Carrier will provide prompt written notice to Merchant of delivery to any such authority (C) If the Goods remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant after notice is given within the time allowed in Carrier's applicable tariff, the Goods shall be deemed to have been delivered (D) If the Goods are consigned "to order" on the face hereof, the Goods shall be delivered at the Port of Discharge or Place of Delivery, if indicated, upon surrender of the original bill of lading; provided however, if the Goods are to be transhipped via a connecting carrier to a destination point beyond the Port of Discharge or Place of Delivery, if indicated, Carrier may, on behalf of the Shipper and Consignee and acting solely as their agent, arrange for such beyond carriage consistent with instructions received from the Shipper or Consignee, or the representative of either of them, at the risk and expense of the Goods. In such event, Carrier may deliver the Goods to the connecting carrier without surrender of the original, properly endorsed bill of lading, unless instructed otherwise, and shall obtain the connecting carrier's acknowledgment that delivery of the Goods shall be made only upon surrender of Carrier's original, properly endorsed bill of lading.

18. Fire Carrier shall not be responsible for any loss of or damage to the Goods arising from fire occurring at any time before loading on or after discharge from the Vessel, unless caused by the actual fault or privity of Carrier.

19. Lien (A) Carrier shall have a general lien on and security interest in the Goods (and documents relating thereto) in its actual or constructive possession, custody or control, or en route, which shall survive delivery, for all freight, dead freight, demurrage, damages, loss, charges, expenses, and any other sums (including costs, customs fees, attorney fees, and other fees for recovering the sums) chargeable to Merchant under this Bill of Lading and any preliminary contract for custody or carriage of the Goods as well as for all previously unsatisfied debts of Merchant under any other Bill of Lading, contract, or undertaking to which Merchant was a party or otherwise involved. Carrier may foreclose the lien by selling the Goods without notice to Merchant privately or by public auction. If on sale of the Goods the proceeds fail to cover all amounts due and owing to Carrier and the costs and fees incurred, Carrier shall be entitled to recover the deficit from Merchant. (B) If the Goods are unclaimed during a reasonable time, or whenever in the Carrier's opinion the Goods have become deteriorated, decayed or worthless, Carrier (without assuming any responsibility) may at its discretion and subject to its lien, sell, abandon, or otherwise dispose of such Goods at the sole risk and expense of Merchant.

20. Freight and Charges (A) Freight shall be calculated and due in accordance with Carrier's tariff, this Bill of Lading, and may be calculated on the basis of the particulars of the Goods furnished by Merchant, but

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

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, VGM, and or value of the Goods, Merchant shall be liable for and bound to pay to Carrier: (1) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (2) any costs or expenses incurred in determining the correct details, plus (3) any fines penalties or the like related to or assessed by any authority due to any incorrect declaration of the contents, plus (4) as liquidated and ascertained damages, an additional sum equal to the correct freight. (B) Full freight shall be considered earned on receipt of the Goods by Carrier. Carrier shall be entitled to all freight and other charges due hereunder, and to receive and retain such freight and charges under any circumstances, whether the Vessel and/or the Goods be lost, damaged, or not. (C) The payment of freight and/or charges shall be made in full and in cash without any offset, counterclaim, or deduction in the currency identified in this Bill of Lading, or another currency as determined by Carrier. (D) Merchant shall be liable for and shall indemnify Carrier against: (1) all dues, duties, taxes, consular fees, and other charges levied on the Goods, and (2) all fines, damages and losses sustained by Carrier in connection with Goods, howsoever caused, including Merchant's failure to comply with laws and regulations of any public authority in connection with the Goods, or failure to procure consular, Board of Health, or other particulars or certificates to accompany the Goods. Merchant shall be liable for

return freight and charges on any Goods refused exportation or importation by any public authority. (E) The shipper, consignor, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to Carrier for the payment of all freight and charges and surcharges, including demurrage or any other pass-through fees related in any way to the accomplish the movement of the goods under this Bill of Lading that are imposed on Carrier by any government official, port authority, or other third-parties, which shall be for the account of Shipper.

21. Notice of Claim and Time for Suit against Carrier Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at its address on file with Merchant before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal of the Goods shall be prima facie evidence of delivery by Carrier. If such loss or damage is concealed and not apparent at the time of delivery, Merchant must provide written notice to Carrier within five (5) days of the delivery. Carrier shall be discharged from all liability in respect of the Goods, including without limitation non-delivery, misdelivery, delay, loss, or damage, unless suit has been brought within one (1) year after delivery of the Goods or the date when the Goods should have been delivered, irrespective of whether Merchant obtains jurisdiction over Carrier by service of summons.

22. General Average General average shall be adjusted, stated and settled at any port or place as Carrier's option and according to the York-Antwerp Rules, 1994, except Rule XXII thereof,

at such port or place in the United States as may be selected by Carrier. The general average statement shall be prepared by the adjusters appointed by Carrier. In such adjustment, disbursements in foreign currencies shall be exchanged into legal tender of the United States at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the Vessel. A general average guarantee and/or bond and such additional security as may be required by Carrier must be furnished before delivery of the Goods. Such cash deposit as Carrier may deem sufficient as additional security for the contribution of the Goods and for any salvage and special charges thereon shall, without prejudice to the ultimate liability of the parties, be made by the Goods, the Shipper or Consignee to Carrier before delivery. Such deposits shall, at the option of Carrier, be payable in legal tender of the United States and be remitted to the general average adjuster. When so remitted, the deposit shall be held in a special account at the place of adjustment in the names of the adjuster pending settlement of the general average, and refunds or credit balances, if any, shall be paid in legal tender of the United States. In the event of accident, danger, damage, or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Carrier is not responsible to the Goods, to the Shipper or to the Consignee by statute, contract, or otherwise, the Goods, the Shipper and Consignee shall contribute with Carrier in general average to the

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

23. Both to Blame Collision If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect, or default of the Master, mariner, pilot, or servants of the owner of the Vessel in the navigation or in the management of the Vessel, Merchant shall indemnify Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to its Goods or any claim whatsoever of Merchant paid or payable by the other or non-carrying ship or her owners to Merchant and set-off, recouped, or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying Vessel or its owner. The foregoing provisions shall also apply 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 in respect of a collision, contact, stranding or other accident.

24. Intermodal Transportation (A) This Bill of Lading may be issued for intermodal transportation in any country. When so issued as between Merchant and an Inland Carrier, the custody and carriage of the Goods by Inland Carrier shall be subject to the relevant laws, regulations, tariffs and bill of lading conditions. Such tariffs and bills of lading are available from Ocean Carrier or Inland Carrier upon request. (B) Claims by Merchant against an Inland Carrier for loss or damage to the Goods shall be given in writing and suit commenced as

provided in Inland Carrier's applicable bill of lading.

25. Carrier's Tariff This Bill of Lading is subject to the terms and conditions of Carrier's applicable tariff published pursuant to the regulations of the United States Maritime Commission ("FMC") or any other regulatory agency that governs a particular portion of the carriage, the terms of which are incorporated herein. Copies of the applicable tariff are obtainable from Carrier or its agents upon request.

26. Force Majeure Carrier shall not be liable for the nonperformance of its obligations herein where it is prevented from doing so as a result of a condition or cause beyond its control caused by acts of God or government, embargoes, fire, civil disturbances, riots, wars, incidents or deteriorations to means of transportation, strikes, labor disturbances, piracy, natural catastrophes, or other circumstances beyond the control of Carrier, and it shall be excused so long as the hinderance to performance exists. Carrier reserves the right to amend any tariff or negotiated freight or logistics rates, on one day's notice, as necessary to provide the requested service. In the event of force majeure circumstances, Carrier will notify Merchant in writing of the existence of such circumstance and of the effect on Carrier's inability to perform its obligations hereunder as soon as possible after learning of such circumstances. Upon receipt of such notice, Carrier shall be excused from its obligations hereunder to the extent of and for the duration of the disability.

27. Severability of Terms The terms of this Bill of Lading are severable and if any part or term is declared invalid or unenforceable, the validity or

enforceability, of any other part or term shall not be affected.

28. No Modification or Amendment Unless Written These terms and conditions of service may only be modified, altered, or amended in writing signed by both Merchant and Carrier; any attempt to unilaterally modify, alter or amend same shall be null and void.

29. Himalaya Clause All exceptions, exemptions, defenses, immunities, limitations on liability, privileges and conditions granted or provided by this Bill of Lading or by applicable tariff or by statute or for the benefit of Carrier shall also apply to and for the benefit of the officers and employees of Carrier 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 Carrier (including, without limitation, stevedores, terminal operators, Ocean Carrier, Inland Carrier, and agents) and the employees of each them.

30. Personal Data Protection. The parties agree to fully comply with General Data Protection Regulation 2016/679 ("GDPR") and any applicable data protection laws under which the Merchant is the "data controller" and the Carrier is the "data processor" in respect of any personal data provided by the Merchant to the Carrier for the contract of carriage. The Merchant (i) authorizes the Carrier to process any personal data provided to the Carrier or which is made available to the Carrier by the Merchant for the purposes of providing service under this contract of carriage and for other purposes including transferring personal data to competent bodies, courts or regulatory authorities, as may be requested; (ii) acknowledges and

COMBINED TRANSPORT BILL OF LADING, LONG FORM TERMS AND CONDITIONS

agrees that the Carrier may transfer the personal data to

its affiliates, employees, agents, delegates, sub-processors or competent authorities and to a country outside of the European Economic Area in accordance with the "Model Clauses" at <http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32010D0087&from=en> or "Ad hoc Clauses" at http://ec.europa.eu/justice/article-29/documentation/opinion-recommendation/files/2014/wp214_en.pdf and/or other available data transfer solutions.