

Combined Transport Bill of Lading

(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 190-195 (hereinafter "CGS") and any other laws of the United States that are governed by the law of any state 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. The provisions of applicable law shall set forth above shall apply to goods transported by inland waterways and reference to Carriage by sea in such Rules or legislation shall be deemed to include reference to inland waterways. Except as may be otherwise specifically provided herein, said law shall govern the rights and liabilities of the parties to this Bill of Lading 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 Carrier or Carrier's agents.

(2) DEFINITIONS:

2.1 "Ship" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, towed or operated by Carrier or used by Carrier for the performance of this contract. 2.2 "Carrier" means [Spartan Logistics USA Limited], 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, including but not limited to agents, servants, independent contractors, non-vessel-operating common carriers and freight forwarders.

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" means the cargo described on this Bill of Lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, include the container(s) as well.

2.8 "Carriage" means the whole or any part of the operations and services whatsoever undertaken by the Carrier with respect to the Goods covered under this Bill of Lading.

2.9 "Place of Delivery" means the place where the Carrier has contracted to deliver the Goods when such place is not the Port of Discharge of the Goods.

2.10 "Place of Receipt" means any place where the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.

2.11 "Port of Loading" means a port or place where the Goods are loaded onto the Vessel for Carriage.

2.12 "Port of Discharge" means a port or place where the Goods are discharged from the Vessel.

2.13 "Sub-Contractor" includes sea, water, rail, road, air or other transport operators or carriers, stevedores, terminal operators, warehousemen, and any independent contractors or agents employed by the Carrier in the performance of the Carriage and any Subcontractor thereof.

(3) SUBCONTRACTING: Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods. Every agent, agent, subcontractor (including sub-subcontractors), or other person whose services have been used to perform this contract shall be entitled to the rights, exemptions from, or limitations of liability, defenses and immunities set forth herein. For these purposes, Carrier or subcontractor acting as any government or other servant, agent, subcontractor, or other person who shall be deemed to be parties to this contract.

(4) ROUTE OF TRANSPORT: Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods and routes. Without notice to the Shipper, Carrier has liberty and discretion to consolidate the Goods with other cargo; transfer the Goods from one conveyance to another, including transhipping the Goods on a vessel other than the Ship set forth on this Bill of Lading, or any other means of transport whatsoever; carry the Goods on or under deck; to choose or substitute the method, means, route, mode and procedure to accomplish the Carriage; and to comply with any laws or regulations or to act as any government or other servant, agent, or any Person or body purporting to act as or on behalf of such government or authority or having, under the terms of the insurance on any conveyance employed by the Carrier, the right to give orders to directors or officers or to persons acting as such on the vessel, or to agents or 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 to use any means to save life or property. Delays resulting from such activities shall not be deemed a deviation.

(5) HINDRANCES AFFECTING PERFORMANCE: 5.1 Carrier shall make every endeavor to complete transport and to deliver the goods at the place designated for delivery.

5.2 If at any time the performance of this contract as evidenced by this Bill of Lading in the opinion of Carrier will be affected by any delay, injury, difficulty or other hindrance, whether or not to the disadvantage of any kind, including strike, 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 this contract, Carrier may suspend the performance of this contract, may without notice to Merchant elect to: (a) treat the performance of this contract as terminated and place the goods at Merchant's disposal at any place Carrier shall deem safe and convenient; or (b) deliver the goods at the Place of Delivery.

5.3 If, after storage of the Goods or any actions according to sub-part 5.2 above Carrier makes arrangements to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchant without any liability whatsoever in respect of such agency.

5.4 Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations or suggestions as to navigation or the Carriage or handling of the goods or to act as any government or other servant, agent, or other person or public authority, or by any committee or person having, under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with such order, direction, regulation, or suggestion, any loss or damage is done or the same shall be deemed to be included within the contract of Carriage and shall not be a deviation.

(6) BASIC LIABILITY: 6.1 Carrier shall be liable for loss of or damage to the goods occurring between the time when it takes goods into its custody and the time of delivery but shall not be liable for any consequential or special damages resulting from such loss or damage to the goods or for any loss or damage to the Goods occurring before Carrier's receipt of goods or after the delivery of the goods to Merchant or its designee.

6.2 If it is established that loss of or damage to the goods occurred during sea Carriage or during Carriage by land in the United States, liability shall be governed by the legal rules applicable as provided in Section 1 of this Bill of Lading.

6.3 Notwithstanding Section 1 of this Bill of Lading, if the loss or damage occurred outside of the United States not during sea Carriage and it can be proved where the loss or damage occurred, the liability of Carrier in respect of such loss or damage shall be determined by the provisions contained in the contract of Carriage, and if such provisions do not apply, it shall not be deemed to be included within the contract of Carriage and shall not be a deviation.

6.4 If it cannot be determined when the loss of or damage to the goods occurred, liability shall be governed as provided in Section 6.2 above.

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

6.6 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 received the goods, or the receipt, transportation, storage or delivery thereof; (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 or concealed damage to or shortage of goods packed by Merchant;

(e) lack of 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; (f) insufficiency or inadequacy of marks or numbers on the goods, coverings or unit loads; (g) fire, unless caused by actual fault or privity of Carrier;

(h) any cause or event which Carrier could not avoid and the consequences of which he could not prevent by the exercise of due diligence.

6.7 When Carrier pays claims to Merchant, 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.

6.8 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action or claim against Carrier relating to the goods, or the receipt, transportation, storage or delivery thereof, whether the action be founded in contract, tort or otherwise.

6.9 Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country.

6.10 Merchant has duty to defend and indemnify Carrier against any and all claims by a third party or assignee of Merchant which imposes or attempts to impose upon Carrier any liability consistent with the goods or in excess thereof, whether or not arising from negligence of Carrier, its Subcontractors, servants or agents.

(7) COMPENSATION FOR LOSS AND DAMAGE: 7.1 Unless Merchant declares a higher value as provided at Clause 7.6, Carrier's liability is limited as follows: (a) for loss or damage occurring during any portion of the Carriage governed by COGSA by force of law, Carrier's liability is limited to a maximum of \$500 per package or the portions of Goods adversely affected, or for Goods not shipped in packages, per customary freight unit; (b) for loss or damage occurring during any portion where COGSA is otherwise inapplicable hereunder, Carrier's liability is limited to a maximum of \$500 per package of domestic water carriage and inland (surface) transportation, Carrier's liability is limited to a maximum of the lesser of \$500 per Package or 50.0% per pound of the portion of Goods adversely affected; (c) for error or omission arising from non-carrier service ancillary to the Carriage, Carrier's liability is limited to its independent negligence and to 40% of shipment; (d) in the event of loss or damage subject to mandatory applicable law which invalidates Carrier's otherwise applicable maximum contract value, Carrier's liability shall be limited to the maximum amount recoverable permissible by and in accordance with such applicable law. However, 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 to limit its liability to the actual loss to the person entitled to make the claim. Carrier shall be liable for all other claims and place they are delivered, or should have been delivered, in accordance with this contract.

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.

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 precious metals, stones, or chemicals, jewelry, currency, negotiable instruments, securities, writings, documents, works of art, curios, furs, or any other goods of unusual value, or any other goods of unusual value unless the true nature and value of the goods have been declared in writing by Merchant before receipt of the goods by the Carrier or inland Carrier. The true nature and value of the goods shall be declared in writing by Merchant and additional freight shall be paid as required.

7.5 Carrier will not arrange for insurance on the goods except upon express instructions from the Consignor and then only at Consignor's expense and presentation of a declaration of value for insurance purposes prior to shipment.

7.6 Merchant may avoid the liability limitations hereunder, or any other liability limitation imposed by this Bill of Lading, by declaring the value of the Goods for liability purposes to Carrier in writing prior to Carriage and paying Carrier an ad valorem freight rate. Such Declared Value will only be binding upon Carrier if agreed to by an authorized representative of Carrier and upon payment of the ad valorem freight rate. Carrier's knowledge of the value of Goods and/or Merchant's declarations of the value of the Goods to Carrier are not regular courses for other purposes, such as for Customs purposes, do not constitute a Declared Value of the Goods to Carrier for liability purposes.

(8) DESCRIPTION OF GOODS AND INFORMATION FOR U.S. CUSTOMS: 8.1. Carrier is responsible for transmitting information to U.S. Customs and Border Protection prior to loading of the Goods including, without limitation, precise commodity descriptions, numbers and quantities of the lowest external packaging unit, the shipper's complete name and address, the consignee's or consignor's or owner's representative's complete name and address, and hazardous materials codes, and container seal numbers. For this, and other purposes, Carrier relies on information provided by Merchant in a timely manner. Merchant warrants that the information provided by Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy.

8.2 Merchant warrants that the exclusive obligation to ensure, and hereby warrants, that the Goods and the Merchants, as defined above, are compliant with all relevant law and authorities, and are legally eligible for Carriage in all respects under all relevant laws and regulations. Merchant and Carrier must further inform Carrier of any applicable licensing, reporting, or other regulatory requirement under all relevant laws and regulations prior to Carriage of the Goods.

(9) CARRIER'S CONTAINERS: If goods are not received by Carrier already in containers, Carrier may pack them in any type container. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment or to the goods, persons or property, or to any equipment it is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling or when in possession or control of Merchant.

(10) CONTAINER PACKED BY MERCHANT: If Carrier receives the goods already packed in containers, this Bill of Lading is prima facie evidence of the receipt of the particular number of containers set forth, and that number only. Carrier accepts no responsibility with respect to the value and condition of the contents of the containers;

10.1. Merchant warrants that the stowage and seals of the containers are safe and proper and suitable for the goods and that the goods are delivered to Carrier for any injury, loss or damage caused by breach of this warranty;

10.2. Delivery shall be deemed as full and complete performance when the containers are delivered by Merchant to the carrier, and Merchant shall indemnify Carrier against all claims, penalties, losses or damages arising from any inaccuracy;

10.3. Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspection shall be borne by Merchant;

10.4. Merchant shall inspect containers before stuffing them and the use of the containers shall be prima facie evidence of their being sound and suitable for use;

(11) DANGEROUS GOODS: 11.1 Merchant may not tender goods of a dangerous nature without written approval to Carrier and Carrier's acceptance of the same. In any application, Merchant must identify the nature of the goods and the danger with as much specificity as well as the names and addresses of the shippers and consignees.

11.2 Merchant shall distinctly and permanently mark the nature of the goods any outside of the package and container in a form and manner as required by law and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such goods.

11.3 If the goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the goods without notice to Merchant and shall indemnify Carrier for any loss or expenses arising from such action.

(12) DECK CARGO: 12.1 Carrier has the right to carry the goods in any container under deck or on deck. Carrier is not required to note "on deck storage" on the face of this Bill of Lading and goods so carried shall constitute under deck storage for all purposes including General Average. This right shall not apply to any law applicable to this contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, or delay or loss to goods so carried whether or not caused by Carrier's negligence or the ship's unseaworthiness.

(13) SOLAS WEIGHT CERTIFICATION: Merchant acknowledges and warrants to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weights and that the weight of the goods is the weight of the own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, damages or other liabilities of whatsoever nature that may result from the verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

(14) HEAVY LIFT: 14.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed containers must be 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 the package in letters and figures not less than two inches high.

14.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the goods, persons or property, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by the Carrier as a result of such failure.

14.3 Merchant agrees to comply with all laws or regulations concerning overweight containers and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by the Carrier as a result of Merchant's failure to comply with such laws or regulations.

(15) DELIVERY: 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 of Delivery shown in this Bill of Lading. Carrier's responsibility shall be terminated when the goods are made to the consignee, any person authorized by Merchant to receive the goods, or in any manner or to any other person in accordance with the custom and usage of the Port of Discharge or Place of Delivery. If goods should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the goods may be considered to have been delivered to Merchant or abandoned at Carrier's option, and may be disposed of or stored at Merchant's expense.

(16) NOTICE OF CLAIM: Written notice of claims for loss of or damage to goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the Port of Discharge before or at the time of removal of the goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within 3 days of the delivery.

(17) FREIGHT AND CHARGES: 17.1 Freight may be calculated on the basis of the particulars of the goods furnished by Merchant, who shall be deemed to have guaranteed to Carrier the accuracy of the contents, weight, measure, or value as furnished by him at the time of receipt of the goods to the goods, persons or property, and 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, or value of the goods. Carrier's knowledge of the 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 freight between the first charge date 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 of \$100 per package or portion of package for each day of inaccuracy; (d) 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 constitute a contract of Carriage. Carrier's liability to Carrier in writing specifically undertakes the handling of transportation of the shipment at a specific rate and that rate is filed in Carrier's tariff.

17.2 Freight shall be deemed to be prepaid or collected at destination, whether the goods are or are not, unless the goods are or are not, unless the freight is intended to be prepaid or collected at destination. Payment shall be in full and in cash without any offset, deduction, or set-off, in full and in cash without any offset, deduction, or set-off, or any other charge at Carrier's option. Interest at 1% per month shall run from the date when freight and charges are due. Payment of freight charges to a freight forwarder, broker or any other agent of Carrier shall not be deemed payment to the Carrier. Carrier shall remain liable for all charges hereunder notwithstanding any extension of credit to the freight forwarder or broker by Carrier. Full freight shall be paid on damaged or unsound goods.

17.3 Merchant shall be liable for all charges, fees, 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. Merchant shall be liable for all demurrage, detention or other charges imposed on the goods or their containers by third parties.

17.4 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances and shall, in any refund or collection, pay the expenses of collection and litigation, including reasonable attorneys' fees. This provision shall apply regardless of whether the goods have been delivered or if the bill of lading has been marked "prepaid" or "freight prepaid" so long as freight and charges remain unpaid.

17.5 The Shipper, consignee, holder hereof, and owner of the goods, and their principals, shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

(18) LIEN: Carrier shall have a lien on any and all property (and documents relating thereto) of Merchant in its actual or constructive possession, custody or control or en route, which lien shall survive delivery for all claims for charges, expenses, or advances incurred by Carrier in connection with this shipment, or any previous shipment, of Merchant, or both, which lien shall survive delivery, and if such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier may sell at public auction or private sale, upon 10 days written notice via registered mail to Merchant, the goods, wares and/or merchandise 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 the Carrier is entitled to receive. Merchant and Carrier shall be jointly and severally liable for any deficiency in the sale. For the avoidance of doubt, the lien on the Goods survives delivery of the Goods.

(19) TIME BAR: Carrier shall be discharged from all liability for loss of or damage to goods unless suit is brought against Carrier within the time after delivery of the goods or the date when the goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained by Carrier by service of summons. The time bar for discharge claims shall be 9 months.

(20) JURISDICTION: The courts of Mecklenburg County Charlotte NC shall have exclusive jurisdiction over any dispute arising from the Carriage evidenced by this Bill of Lading. Merchant and Carrier hereby agree to the personal jurisdiction of the forum having jurisdiction over their disputes under this clause. Except as otherwise provided in this Bill of Lading, the laws of the State of North Carolina shall apply.

(21) GENERAL AVERAGE: 21.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1924. The General Average statement shall be prepared by adjusters appointed by Carrier.

21.2 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 and its Sub-Contractors, servants and agents are not responsible by statute or otherwise, the cargo owner shall contribute 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 property belonged to a stranger.

21.3 Merchant has a duty to defend, indemnify and hold harmless Carrier, its Sub-Contractors, servants or agents in respect of any claims (and any expenses arising therefrom) for which the General Average which may be made against Carrier and/or any of its Sub-Contractors, servants or agents. Merchant agrees to pay any and all sums payable by the General Average adjuster for payments on account.

21.4 Neither Carrier nor its Sub-Contractors, servants or agents are under any obligations to take any steps whatsoever to obtain security for General Average or to collect security for General Average contributions due from the Merchant. Notwithstanding the foregoing, Carrier is authorized at its discretion to act on behalf of the Merchant in the collection of such security, and Merchant agrees to indemnify, unless Merchant arranges for separate representation.

(22) BOTH-TO-BLAME COLLISION CLAUSE: If the ship comes into collision with another ship as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its servants or Subcontractors, Merchant shall indemnify Carrier against its total liability to the other vessel or carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other vessel or her owners to her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against Carrier. This obligation shall not be limited to collisions with other vessels, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects or their cargo, or their cargo, or their cargo, or their cargo.

(23) FORCE MAJEURE: Carrier shall not be liable for losses, damages, delays, wrongful or missed deliveries or non-deliveries of the goods, or any of its responsibilities under the Bill of Lading, resulting from circumstances beyond the control of either Carrier or its sub-contractors, including but not limited to, but not limited to: (i) acts of God, including flood, earthquake, tornado, storm, hurricane, power failure, epidemic or other severe health crisis, or any natural disaster; (ii) acts of war, terrorism, sabotage or terrorist activities; (iii) incidents or deteriorations to means of transportation; (iv) embargoes; (v) civil commotions or riots; (vi) strikes, lockouts or other labor conflicts.

(24) CARRIER'S TARIFFS: Carrier's tariffs are also subject to all the terms and conditions of tariff(s) published pursuant to the regulations of the United States Federal Maritime Commission ("FMC") or any other regulatory authority. Copies of a particular portion of the Carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariffs and other applicable tariffs, this Bill of Lading, or from Carrier's website, the address of which is set forth on the FMC's website at www.fmc.gov. In the case of inconsistency between this Bill of Lading and any applicable tariff, this Bill of Lading shall prevail. Carrier may enter into Negotiated Rate Arrangements with Merchant in lieu of publishing the applicable rates and charges for services provided in its rate tariff.

(25) PERISHABLE CARGO: 25.1 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 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. 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