Shipper

SHANGHAI BAOHUI STEEL LIMITED
ADDRESS: NO.377 BAOLIN ROAD,
BAOSHAN DISTRICT, SHANGHAI, CHINA
ID NO:
TEL:
FAX: 021-56118946*

Booking No.

B/L No.

KMTC LINE
KOREA MARINE TRANSPORT CO., LTD.
www.ekmtc.com
port-to-port or Combined Transport

Consignee (Non-Negotiable unless consigned 'to order')

[CONSIGNEE NAME & ADDRESS]

NON-NEGOTIABLE
SURRENDERED

RECEIVED by the Carrier in apparent good order and condition unless otherwise stated herein, the total number or quantity of containers or other packages or units indicated below subject to all the terms and conditions hereof from the place of receipt or the port of loading to the port of discharge or the place of delivery, as applicable. IN ACCEPTING this Bill of Lading, the Merchant expressly accepts and agrees to all the terms and conditions, whether printed, stamped or otherwise incorporated on this side and on the reverse side of this Bill of Lading and the terms and conditions of the Carrier's applicable tariff(s) as if they were all signed by the Merchant.

Notify Party (Carrier not responsible for failure to notify)

[NOTIFY PARTY]

Forwarding Agent-References

Place of Receipt (Combined Transport Only)

Pre-carriage by (Combined or Through Transport Only)

Place of Delivery (Combined Transport Only)

Vessel / Voy No.
KMTC SHENZHEN /2509E

Final Destination (For the Merchant's Reference)

Port of Loading
SHANGHAI,CHINA

Port of Discharge
MANZANILLO, MEXICO

PARTICULARS FURNISHED BY SHIPPER

Container No. /Seal No. Marks & Numbers	No. of Containers or P'kgs	Description of Goods	Gross Weight (KGS)	Measurement (CBM)
N/M		"SHIPPER'S LOAD, COUNT & SEAL" "SAID TO CONTAIN" 1X20GP 6PACKAGES WEAR STEEL PLATES HS 722540 MARITIMEX	25,999.000	33.3120

[DESTINATION AGENT ADDRESS]

"FREIGHT PREPAID"
"CONTINUED
ATTACHED SHEET"

Total Number of Containers of Packages (in words) SAY : ONE (1) CONTAINER ONLY.

Above particulars as declared by shipper, but without responsibility of or representation by carrier.

Freight & Charges	Basis	Rate	Per	Curr.	Payable At POL	Payable At POD	Payable At Elsewhere
					FREIGHT PREPAID AS ARRANGED		

Ex. Rate

Freight Payable at: SHANGHAI,CHINA

Type of Movement: CY - CY

Total Prepaid in Local Currency

No. of Original B/L: ZERO(0)

Place and Date of Issue: SHANG Dec.06,2025

For shipments of the Goods to or from the United States of America, the Carrier shall not be liable for loss or damage to the Goods in an amount exceeding US$500 per package, or in case of Goods not shipped in packages, US$500 per customary freight unit, pursuant to U.S. COGSA unless the value and nature of the Goods have been declared in writing by the Merchant before shipment and inserted in the Bill of Lading and extra freight has been paid. IN WITNESS whereof, the number of original Bills of Lading stated on this side have been signed and wherever one original Bill of Lading has been surrendered, any others shall be void. All disputes whatsoever which may arise out of or in relation to under this Bill of Lading, shall be resolved exclusively at Korean Commercial Arbitration Board.

Date Dec.06,2025

[ON-BOARD STAMP & SIGNATURE]

By

[CARRIER SIGNATURE]

SAMPLE · BAOHUI STEEL

ATTACHED SHEET

KMTC LINE
KOREA MARINE TRANSPORT CO., LTD.

(OCEAN VESSEL)	(VOYAGE)	(B/L NO.)
KMTC SHENZHEN	2509E	

Marks & Numbers	Description of Goods

Container No.	Seal No.	Sz/Ty	NO. of PKGS	P'kg CD	Gross wt	Measurement
		20'P	6	PACKAGES	25,999.000	3.312

[CARRIER STAMP]

SAMPLE · BAOHUI STEEL

1. DEFINITION

The following words both on the face and reverse hereof have the meanings hereby assigned:

(A) "Carrier" means the Korean Marine Transport Corporation whose behalf this Bill of Lading has been signed.

(B) "Merchant" includes the shipper, consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading, all of whom shall be jointly and severally liable to the Carrier for the payment of all freight, demurrage, damage for detention and for the performance of the obligations of any of them under this Bill of Lading and the charter, if described in the face of this Bill of Lading.

(C) "Multimodal Transportation" means carriage of the Goods under this Bill of Lading by the ocean Carrier and one or more inland Carriers for a single freight charge to the Merchant.

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

(E) "Subcontractor" includes stevedores, longshoremen, lighterers, terminal operators, warehousemen, truckers, railroads, agents, and any person, corporation or other legal entity that performs any of the Carrier's obligations under this Bill of Lading (whether or not in direct privity of contract with the Carrier), and includes the subcontractor's own Subcontractor(s).

(F) "Vessel" means the Vessel named in this Bill of Lading, and includes all assisting and substitute Vessels, lighters or other conveyances.

2. CLAUSE PARAMOUNT

(A) Except as provided in (B) below, the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February ("the Hague/Visby Rules") and as enacted in the country of shipment shall apply to this Bill of Lading. When the Hague/Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply. When there is no enactment of the Hague/Visby Rules in the country of shipment and destination, the Hague/Visby Rules shall apply to this Bill of Lading. The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague/Visby Rules apply, whether mandatorily or by this Contract.

(B) If this Bill of Lading covers Goods moving to or from the United States in foreign trade, or if United States law is otherwise compulsorily applicable, then carriage of such Goods shall be subject to the provisions of the United States Carriage of Goods by Sea Act, 1936, and any amendments thereto (hereinafter "U.S. COGSA"), the terms of which are incorporated in this Bill of Lading, and the provisions of U.S. COGSA shall govern prior to loading on and subsequent to the discharge from the Vessel and throughout the time when the Goods are in the custody of the Carrier including all stages of Multimodal Transportation.

3. GOVERNING LAW AND ARBITRATION

(A) The contract evidenced by or contained in this Bill of Lading shall be governed by Korean Law, except as may be otherwise provided for herein inclusive of this Article 2 and (B) below.

(B) For shipments to or from the United States of America, the contract evidenced by or contained in this Bill of Lading shall be governed by U.S. law

(C) Any and all claims, disputes, controversies, or differences whatsoever which may arise between the Carrier and the Merchant, out of or in relation to or under this Bill of Lading, or for the breach of any obligation of the Carrier or the Merchant under this Bill of Lading shall be finally and exclusively resolved at the Korean Commercial Arbitration Board(hereinafter "KCAB") in accordance with the Arbitration Rules of the KCAB.

(D) The terms "action" or "suit" or whatsoever of similar nature as provided in Hague Rules, Hague/Visby Rules, U.S. COGSA or any similar legislation in any country or this Bill of Lading shall be construed as meaning any action needed to start arbitration in accordance with the Arbitration Rules of the KCAB.

4. SUB-CONTRACTING AND ADDITIONAL INSTRUCTION

(A) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the handling, storage or carriage of the Goods and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(B) If any claim is made by the Merchant against any Subcontractor, the Sub-subcontractor and the agents of each shall have the benefit of all rights, defenses, exemptions, limitations, conditions, immunities, liberties and statutory protections in this Bill of Lading benefiting the Carrier as if such provisions were expressly for the benefit of the Subcontractor to the fullest extent permitted by the law applicable to Himalaya Clauses.

(C) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Subcontractor which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Subcontractor. The Subcontractor shall also be entitled to enforce the foregoing covenant against the Merchant; and (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, he will indemnify the Carrier against all consequences thereof.

5. LIBERTIES

(A) The Carrier shall make commercially reasonable efforts to carry the Goods to the place of delivery, but the Carrier does not warrant any specific route, vessel, method of transport or delivery date, and shall have liberty to perform the carriage in any commercially reasonable manner, methods and routes including the right to transship the Goods using other carriers, conveyances or containers. The Carrier shall always have liberty to comply with orders, directions, regulations, recommendations or suggestions, howsoever given, by any government or local authority, or any person acting or purporting to act with authority of such government, local authority, or any person having right to give such orders, directions, recommendations or suggestions.

(B) At any stage in the carriage, the Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments on any means of transport, whether owned or operated by the Carrier or not.

(C) The Carrier shall make commercially reasonable efforts to complete the carriage and to deliver the Goods at the place designated for delivery, but does not guarantee such delivery and shall be excused from all consequences of non-delivery at such place, (and shall remain entitled to full freight, charges and his lien,), if such delivery is commercially unfeasible, or would delay or imperil the interests of the Carrier, the Vessel, the Goods, the Goods of others or the general enterprise.

(D) In particular, the Carrier is excused from full performance of the contract of carriage by the existence or apprehension of war, declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions, boycotts or other disturbances; epidemics or diseases, quarantine, sanitary or similar regulations or restrictions; shortage, absence or obstacles of labor or facilities for loading, discharging, delivery or handling of the Goods; strikes, lockouts or other labor troubles, whether partial or general, and whether or not involving employees of the Carrier, his agents or sub-contractors; congestion of ports, berths, freight stations or terminals; closure of, obstacle in or danger to any canal, waterway, land route or railroad; ice, landslide, earthquake, other natural effects or other force majeure events creating obstacles to navigation or carriage. This list is descriptive and not exhaustive, and the existence of any of these similar conditions prior to receipt of the Goods shall not constitute waiver of the Carrier's rights.

(E) In any situation whatsoever, including but not limited to the situations referred in the paragraph (D) above, in the judgement of the Carrier, has given or is likely to give rise to danger, injury, loss, delay or disadvantage to the Carrier, the Vessel, the Goods, the goods of others or to the general enterprise, or has made or is likely to make it unsafe, impracticable, unlawful or against the interests of the Carrier or the Merchant to commence or to continue the transport, or to discharge the Goods at the port of discharge or to deliver them at the place of delivery, the Carrier;

i) at any time shall be entitled to unload, keep, sell, check the container or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant; and

ii) before the Goods are loaded on the Vessel, a vehicle or other means of transport at the place of receipt or port of loading shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take custody of them and upon his failure to do so, to warehouse or place them anywhere selected by the Carrier at the risk and expense of the Merchant; and/or

iii) if the Goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant; and/or

iv) if the Goods are loaded on the Vessel, a vehicle or other means of transport whether or not approaching, entering or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the Goods or any part thereof at any port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them. Any actions under iii) or iii) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter shall be freed from any responsibility hereunder.

(F) If, after storage, discharge or any actions according to the paragraph (E) above, the Carrier makes any arrangements to store and/or transship and/or forward the Goods, it is agreed that he shall do so as agent only for and at the sole risk and expense of the Merchant without any liability whatsoever in respect of such agency and the Merchant shall reimburse the Carrier forthwith upon demand all extra freight, charges and extra expenses thereby incurred.

(G) Any action taken by the Carrier pursuant to this clause shall fall within the contractual carriage, and such action or delay resulting therefrom shall not constitute a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit or all privileges, rights, defences, limitations and immunities contained in the Bill of Lading.

6. CARRIER'S RESPONSIBILITY

(A) The Carrier shall not be responsible for loss of or damage to the Goods occurring before receipt of the Goods by the Carrier at the place of receipt or port of loading or after delivery by the Carrier at the port of discharge or place of delivery.

(B) The Carrier shall be responsible for and shall enjoy the immunities and limitations against loss or damage pursuant to the applicable Korean law, Hague/Visby Rules, U.S. COGSA legislation for all periods when the Goods are in the actual or constructive custody of the Carrier, except as otherwise provided in Article 2 hereof.

(C) Where it is forbidden by law to extend Korean law, Hague/Visby Rules, U.S. COGSA legislation to the inland part of the Multimodal Transportation contract, the Carrier shall not be responsible for loss or damage to the Goods while the Goods are in the custody of the Inland Carrier in excess of the scope for which the Inland Carrier would have assumed the responsibility subject to its tariff.

(D) If, despite the terms herein, no legal regime clearly applies to the period of inland carriage, the Carrier and inland Carrier shall not, in any circumstances, be liable for that part of any claim for under public authority, act of the shipper or owner of the Goods or his agent, strikes or other act of dispute or lockouts, saving life or property at sea or deviation arising therefrom or deviation from other reasonable causes, insufficiency of packing or inadequacy of marks of the Goods, inherent quality or latent defect of the Goods, latent defect of the Vessel, or any other cause, event or consequence arising without the actual fault or neglect of the Carrier.

(E) Where damage is alleged to the internal contents of any package or the Goods delivered by the Carrier without notice of external damage, it shall be a circumstances be a prerequisite to Carrier's liability that the Merchant shall first demonstrate its delivery of the internal contents of the package or the Goods in actual good condition at the Carrier's place of receipt.

(F) The column "Final Destination" on the face hereof is solely for the purpose of the Merchants reference and the Carrier's responsibility in respect of the Goods shall in all cases cease at the time of delivery of the Goods at the port of discharge or place of delivery.

7. MERCHANT'S RESPONSIBILITY

(A) Each Merchant shall be jointly and severally responsible for any failure to perform any Merchant's obligations under this Bill of Lading and each shall indemnify the Carrier against all liability, loss, damages and expense which the Carrier may sustain or incur arising from any such failure of performance by the Merchant or any of them. The responsibility of each Merchant shall not be diminished by the insolvency or any claim on the Goods.

(B) Any reference on the face of the Bill of Lading to any particulars of the Goods is furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The Merchant warrants to the Carrier that the particulars furnished by him are correct and the Merchant shall indemnify the Carrier against all loss, damage, expenses, liability, penalties or fines resulting from inaccuracy of any description of particulars.

(C) The Merchant shall inspect the containers when they are furnished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport, unless he gives notice to the contrary in writing to the Carrier.

(D) The Merchant shall deliver the Goods to the Carrier at an appropriate time prior to the intended carriage. If the Goods are delivered to the port of loading unreasonably in advance of the scheduled date, the Carrier shall not be liable for any loss or damage to the Goods occurring at the port of loading.

(E) If a typhoon, heavy rain, or other comparable severe weather is forecasted, the Merchant shall deliver the Goods to the Carrier at the port of loading in a manner that avoids the expected period of adverse weather, and shall take delivery of the Goods without delay at the port of discharge or the place of delivery. If the Merchant fails to fulfill these obligations and loss or damage to the Goods occurs as a result, the Carrier shall not be liable for such loss or damage.

(F) The Merchant warrants to the Carrier that the marks on the Goods, package and container correspond to those shown on this Bill of Lading and also in all respects comply with all laws and regulations in force at the port of discharge or place of delivery, and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties or fines arising or resulting from incorrectness or incompleteness thereof.

(G) Each Merchant warrants that equipment, whether owned or leased by the Carrier, would be returned to the Carrier within a reasonable time stipulated in the applicable tariff and further promises and agrees to pay equipment detention charges stipulated in the applicable tariff including the costs and expenses of recovering the same in case of failure to do so.

8. CONTAINERS

(A) On any Vessel or other mode of transportation designed to carry containers, the Carrier has the right to carry Goods in containers in any area designed for such carriage. When the Goods are carried on deck, the Carrier shall not be required to specially note, mark or stamp any statement of on deck stowage on the face hereof. The Goods so carried shall be subject to the applicable Korean law, Hague/Visby Rules, U.S. COGSA as provided for in Article 2 hereof, and the stowage of such Goods shall constitute under deck stowage for all purposes including general average. The Carrier shall not be liable in any capacity whatsoever for any non-delivery, mis-delivery, delay or loss of, or damage to the Goods which are carried on deck and specifically stated herein to be so carried, whether or not caused by the Carrier's negligence or the Vessel's unseaworthiness.

(B) Where the Goods are not already packed into containers at the time of receipt, the Carrier shall be at liberty to pack and carry them in any type of container.

(C) The Merchant shall indemnify the Carrier against any loss of or damage to the Carrier's container or other equipment while in the possession or control of the Merchant, his agents or sub-contractors employed by or on behalf of the Merchant.

(D) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of other persons or injuries to other persons caused by the Carrier's container or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents or sub-contractors engaged by or on behalf of the Merchant.

(E) If any containers delivered, stowed, packed or sealed by or on behalf of the Merchant to the Carrier, this Bill of Lading is evidence of the receipt only of the number of containers shown on the face thereof, and the condition and any particulars of the contents are unknown to the Carrier who accepts no responsibility in respect thereof. The Merchant warrants that the containers and contents thereof are suitable for handling and carriage. In the event of breach of this warranty, the Carrier shall not be responsible for any loss of or damage to or in connection with the Goods resulting therefrom and the Merchant shall be liable for and hold the Carrier harmless from and against loss of or damage to any other property, or for personal injury or the consequences of any other accidents or events whatsoever. If such containers are delivered by the Carrier with seals intact, such delivery shall be full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the containers.

9. SPECIAL CONTAINER

(A) The Carrier shall not undertake to carry the Goods in refrigerated, heated, insulated, ventilated or any other special container, unless special arrangements for the carriage or storage of such Goods or container have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid.

(B) As regards the Goods which have been agreed to be carried in special container, the Carrier shall exercise due diligence to maintain the facilities of the special container while they are in his actual custody and control, and shall not be liable for any kind of loss of or damage to the Goods caused by latent defects, breakage, or stoppage of the container, its machinery or facilities.

(C) The Carrier shall not accept responsibility for the function of special container supplied by or on behalf of the Merchant and does not guarantee the maintenance of any temperature inside the container.

(D) If the Goods received by the Carrier is refrigerated container into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to carry out pre-cooling or pre-freezing, stow the contents properly for ensuring proper circulation of refrigerated air and set the thermostatic controls exactly. The Carrier shall not be liable for any loss of or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the container. In particular, the Carrier shall not be responsible for the improper setting of the refrigerated container, and all risks and expenses arising from improper temperature settings shall be borne solely by the Merchant.

10. DANGEROUS GOODS, CONTRABAND

(A) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's written acceptance of a prior written application by the Merchant for the carriage of such Goods. Such application must accurately state the nature, name, label and classification of the Goods as well as the method of rendering them innocuous, with the full names and addresses of the shipper and the consignee.

(B) The Merchant shall undertake that the nature of the dangerous Goods is distinctly and permanently marked and manifested on the outside of the package and container and shall also undertake to submit all documents or certificates required by any applicable statutes or regulations or by the Carrier.

(C) Whenever it is discovered that the Goods have been received by the Carrier without compliance with Articles 10(A) or (B) above, or the Goods are discovered to be contraband or prohibited by any laws or regulations, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant, and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight and any expenses directly or indirectly arising out of or resulting from such Goods.

(D) The Carrier may exercise the rights conferred upon it under this Article 10 with respect to Goods received in compliance with Articles 10(A) and (B) above have become dangerous, even if not dangerous when received by the Carrier.

(E) The Carrier has the right to inspect the contents of the package or container at any time and anywhere without the Merchant's agreement but only at the risk and expense of the Merchant.

(F) In accordance with the U.S. Anti-Drug Abuse Act of 1986 as amended, or other applicable international and national regulations, the Carrier shall exercise utmost care to prevent unmanifested narcotic drugs, marijuana, or other illegal substances from being loaded or concealed on the Vessel. Notwithstanding such care, the Merchant shall be fully responsible for and shall indemnify and hold harmless the Carrier against any and all losses, damages, liabilities, delays, fines, penalties, vessel detention, legal costs, and other expenses incurred by the Carrier, whether directly or indirectly, in the event that any narcotic drugs, marijuana, or other illegal substances are found in or associated with the Merchant's cargo or packages, regardless of the Merchant's knowledge or intent.

11. LIVE ANIMAL AND PLANT

The Carrier shall not be responsible or liable to liability whatsoever for any injury, accident, disease, mortality, loss of or damage to live animals, including but not limited to birds, reptiles and plants arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of the applicable Korean law, Hague/Visby Rules, U.S. COGSA as provided for in Article 2 hereof and the terms of this Bill of Lading. The Merchant shall indemnify the Carrier against all, or any extra costs incurred for any reason whatsoever in connection with the carriage of any live animal and plant.

12. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with precious metals or stones, chemicals, jewelry, currency, writings, negotiable instruments, securities, documents, works of art, heirlooms, or any other valuable Goods, including Goods having particular value only for the Merchant, unless the nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods by the Carrier, and the same is inserted in the Bill of Lading and ad valorem freight has been prepaid thereon.

13. LOADING, DISCHARGING AND DELIVERY

(A) The Carrier shall have the right to deliver the Goods at any time from or at the Vessel's side, custom-house, warehouse, wharf, quay or any other place designated by the Carrier within the geographic limits of the port of discharge or place of delivery shown on the face hereof.

(B) Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over.

(C) The Merchant shall take a delivery of and/or receive the Goods at the port of discharge or place of delivery immediately upon receipt of delivery notice from the Carrier. Unless such an immediate delivery and/or receipt is made, the failure shall constitute a default of the obligee pursuant to Article 400 of Korean Civil Act or other equivalent law, as may be applicable, and accordingly, the Carrier shall not be liable for any loss or damage to the Goods without the Carrier's intent or gross negligence.

(D) The Carrier shall be entitled to store the Goods at the sole risk of the Merchant, and the cost of such storage shall be borne by the Merchant.

(E) Goods which cannot be identified as to marks and numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for shall be allocated for the purpose of completing delivery to the various Merchants of Goods of like character, in proportion to any apparent shortage, loss of weight or damage, and such Goods or parts thereof shall be accepted as full and complete delivery.

(F) If the Carrier for its convenience has packed the Goods into a container, the Carrier shall not be required to deliver the Goods in the container. At the Carrier's discretion, and subject to prior arrangement between the Merchant and the Carrier, the Goods may be delivered in the container, in which case if the container is delivered with its seal intact, the Carrier's obligations shall be discharged, and the Carrier shall not be liable for any loss or damage to the Goods.

(G) The Carrier shall not be liable for failure to deliver in accordance with marks unless the Goods or Packages shall have been clearly, legibly and permanently marked and the mark clearly and durable shows upon the Goods or Packages when the Goods are received by the Carrier.

14. ROUTE OF TRANSPORT, TRANSSHIPMENT AND FORWARDING

(A) Whether arranged beforehand or not, the Carrier shall have liberty without notice to carry the Goods wholly or partly by the named or any other vessel, craft or other means of transport by water, land or air, whether owned or operated by the Carrier or others, and by any route, whether or not such route is the direct, advertised, or customary route. The Carrier may under any circumstances whatsoever discharge the Goods or any part thereof at any port or place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.

(B) In case the Goods herein specified cannot be found at the port of discharge or place of delivery or if they be miscarried, they, when found, may be forwarded to their intended port of discharge or place of delivery at the Carrier's expense but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.

15. FIRE

The Carrier shall not be responsible for any loss of or damage to the Goods arising or resulting from fire occurring at any time and even though before loading on or after discharge from the Vessel and whether founded in contract or in tort, unless caused by the actual fault or privity of the Carrier.

16. LIEN

(A) The Carrier shall have a lien on the Goods, for all freight, dead freight, demurrage, general average contributions, stevedore charges, storage charges, container per diem expenses, and any other sums whatsoever (including costs and attorney fees for recovering the sums) chargeable to the Merchant under this or any other Bill of Lading or any contracts related thereto. The Carrier may enforce this lien by all available means, including public or private sales, without notice to the Merchant. If proceeds of the sale of the Goods fail to cover the amount due and the costs and fees incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(B) At the Carrier's sole discretion if the Goods are unclaimed for a reasonable time beyond its free time allowance, or whenever in the Carrier's opinion the Goods will deteriorate or depreciate, the Carrier may at its discretion exercise its lien or sell, abandon, or otherwise dispose of such Goods at the risk and expense of the Merchant.

17. FREIGHT AND CHARGES

(A) Freight shall be payable at any lawful rate agreed with the Merchant, and will be calculated on the basis of the particulars of the Goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value and any other particulars as furnished by him, at the time of receipt of the Goods by the Carrier, but the Carrier may at any time open the container and or package and examine contents, weight, measure and value of the Goods at the risk or expense of the Merchant to determine the accuracy of the Merchant's particulars. In case of incorrect declaration of any other particular, the Merchant shall be liable to the Carrier for (1) the balance of freight and charges and that which would have been due had the correct particular been given, plus (2) expenses incurred in determining the correct particulars, (3) liquidated and ascertained damages, an additional sum equal to the correct freight.

(B) Full freight and all advance charges shall be considered completely earned on receipt of the Goods by the Carrier, whether the Vessel or the Goods be damaged, lost or not lost, or the journey frustrated or abandoned. All freight and charges shall be paid in full without any offset, counterclaim or deduction, and shall be paid in the currency named in this Bill of Lading.

(C) Goods once received by the Carrier cannot be taken away or disposed of by the Merchant except upon the Carrier's consent and against payment of full freight and compensation for any loss sustained thereby or through such taking away or disposal. If the Goods are not available when the Vessel is ready to load, the Carrier is discharged from any obligation to load such Goods and dead freight shall be paid by the Merchant.

(D) The Merchant shall be liable to indemnify the Carrier against all dues, duties, taxes, consular fees, and other charges levied on the Goods, or all fines and/or loss sustained by the Carrier in connection with the Goods howsoever caused, including the Merchant's failure to comply with laws and regulations of any government or public authorities in connection with the Goods or failure to procure consular, board of health, or other certificates to accompany the Goods.

(E) If in the Carrier's opinion the Goods are in need of sorting, inspecting, mending, repairing, restuffing or reconditioning, or otherwise require protecting or caring for, the Carrier at its sole discretion may, as agent for the Merchant, carry out such work at the risk and expense of the Merchant.

(F) The Merchant shall be responsible for any additional war risks premium arising from the Vessel's call at the named discharge port herein and such additional premium shall constitute a charge due hereunder against the Goods pursuant to this Article 17.

18. ALL LIABILITY TO ACTION IN TORT

The provisions within this Bill of Lading apply to all claims against the Carrier relating to the performance of the contract evidenced by this Bill of Lading, whether the claim be founded in contract or in tort, or indemnity or whatsoever.

19. NOTICE OF CLAIM AND TIME FOR SUIT

(A) Unless notice of loss or damage to the Goods is given in writing to the Carrier before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.

(B) In any event the Carrier shall be discharged from all liability in respect of the Goods, including, but not limited to, liability for non-delivery, mis-delivery, delay, loss of or damage to the Goods, unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

20. LIMITATION OF LIABILITY

(A) All provisions in this Article 20 apply irrespective of the stage of ocean or inland transport where the loss or damage to the Goods occurred, including prior to loading on and subsequent to discharge from the Vessel and throughout the entire time the Goods are in the custody of Carrier or any Subcontractor, including all stages of Multimodal Transportation.

(B) Subject to Article 20 (C), the extent of the Carrier's liability for loss or damage to the Goods shall not exceed the sound value of the lost or damaged Goods. The sound value is the Merchant's net invoice cost plus freight and insurance premium, if paid.

(C) Unless the value and nature of the Goods have been declared in writing by the Merchant before shipment and inserted in the Bill of Lading and extra freight has been paid as required by tariff or contract, the Carrier shall not be liable for loss or damage to the Goods in an amount exceeding the following per package or unit limit of liability: (1) For shipments, including Multimodal shipments, involving carriage of the Goods to or from a U.S. port, the limit of liability is US$500 per package, or in case of Goods not shipped in packages, US$500 per customary freight unit; or (2) For all other shipments (and/or in any case where a court should rule that the US$500 limit of liability per package or customary freight unit in this Article 20(C)(1) is not enforceable) the limit of liability is the higher of 2 SDR (or equivalent in local currency) per kilogram of gross weight of the Goods or 666.67 SDR (or equivalent in local currency) per package or unit.

(D) If the Declared Value is stated on the front of the Bill of Lading and additional freight has been paid as required, but the actual value per package or unit exceeds the Declared Value, the Carrier's liability shall be limited to the Declared Value. Any partial loss or damage shall be settled proportionally based on that value. If the Declared Value or nature has been knowingly misstated, the Carrier shall not be liable to pay any amount.

(E) Where the Goods has been either packed into container or utilized into similar article of transport by or on behalf of the Merchant, it is expressly agreed that the number of such container or similar article of transport shown on the face hereof shall be considered as the number of the package or unit for the purpose of the application of the limitation of liability provided for herein.

21. DELAY, CONSEQUENTIAL LOSS

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

22. GENERAL AVERAGE AND SPECIAL CHARGE

(A) General Average is to be adjusted, stated and settled at any port or place at the Carrier's option, according to the York-Antwerp Rules 1994 in currency selected by the adjuster, who shall be appointed by the Carrier covering all goods whether carried on or under deck.

(B) The Merchant shall indemnify the Carrier in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Carrier in this connection.

(C) The New Jason Clause as approved by the Baltic and International Maritime Conference (BIMCO) is incorporated in this Bill of Lading.

(D) In case of special charges or expenditures unforeseen by the terms of this Bill of Lading, and not compensated by General Average, the Merchant shall reimburse the Carrier for all such special charges and expenditures that might be applicable to 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 the servants of the owner of the Vessel in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which may be incurred directly or indirectly to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to his Goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the 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 her owner thereof. 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 or contact.

24. DEVIATION

No reasonable or customary action taken by the Carrier during the carriage of the Goods shall constitute a deviation, and in particular, no action taken by the Carrier pursuant to the Liberties Clause above shall constitute a deviation if it was taken for the intended benefit of the Vessel, the Goods, the Goods of others or the general enterprise. No deviation shall oust the right to limit liability for damages, and the Carrier shall always be entitled to the full benefit of all privilege, rights and immunities in this Bill of Lading and the incorporated Tariff.

25. TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated herein. Particular attention is drawn to the terms therein relating to container and vehicle demurrage or detention. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier or its agents upon request. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

SAMPLE - BAOHUI STEEL