

1. Definitions. "Carrier" means the party stated as Carrier on the front side of this Bill of Lading.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Holder of this Bill of Lading and the Owner of the goods.

"Ship" includes any (substituted) vessel and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier used in the performance of the Contract, evidenced by this Bill of Lading.

2. Paramount Clause. The International Convention for the Unification of Certain Rules of Law 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 1968 ("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, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Bill of Lading save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

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 Bill of Lading.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

3. Jurisdiction. Disputes arising under this Bill of Lading shall be determined in the Maritime Arbitration Commission in Kyiv of Ukrainian Chamber of Commerce and Trading according to the Standing order of Maritime Arbitration Commission, with application of the substantive and procedural law of Ukraine. The decision of the Arbitration shall be final and binding upon both Parties.

No proceeding may be brought before other courts, unless the parties both expressly agree on the choice of another court of arbitration.

4. Scope of Voyage. The Carrier is entitled perform the transport in any reasonable manner and in reasonable time, by any reasonable means, methods and routes, whether or not the most direct or advertised or customary route, via any ports or places in any order whatsoever or for whatsoever purpose visited, together with other goods of every kind dangerous or otherwise whether stowed on or under deck. Vessels may sail with or without pilots, undergo repairs, adjust equipment, drydock and tow vessels in all situations.

5. Transshipment and Forwarding. Whether expressly arranged beforehand or otherwise the Carrier shall be at liberty to carry the goods to their port of destination by the said or other vessel or vessels either belonging to the Carrier or others, or by other means of transport whether by water, land or air according to the applicable conditions and may discharge the goods at any place for transshipment, transship, land or store the goods either on shore or afloat and reshipe or forward the same. The Carrier in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be limited to the part of the transport performed by him on vessels under his management and no claim will be acknowledged by Carrier for delay, damage or loss arising during any other part of the transport even though the freight for whole transport has been collected by him.

6. Optional Stowage and Deck Shipment. The Carrier is at liberty to stow the goods in poop, fore-castle, shelterdeck, spare bunkers or any covered space commonly used in the trade for the carriage of such goods and when so stowed shall be deemed for all purposes to be stowed under deck. Where the goods are stated herein to be received and/or shipped as deck cargo such goods are carried at Merchant's risk, in which case the Carrier shall be under no liability for any loss of detention thereof, or damage thereto, arising from any case whatsoever. The Carrier shall be entitled to carry goods on deck in containers, trailer, transportable tanks or similar articles of transport used to consolidate goods whether they are stowed there by him or Merchant. The Carrier is not required to give notice to the Merchant of any stowage and carriage as provided in this clause. These goods (container, etc.) carried on deck shall be treated as if they were stowed under deck and the Hague and York-Antwerp Rules as incorporated herein shall be applicable to them.

7. Loading, Discharge and Delivery of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed. Loading, storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his Assign shall tender the goods when the vessel can receive and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be relieved of any obligation to load such cargo and the vessel may leave the port without further notice and deadfreight is to be paid. The Merchant or his Assign shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and – but only if required by the Carrier – also outside ordinary working hours notwithstanding any custom of the port. Otherwise the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract. If the goods are not applied for within a reasonable time, the Carrier may sell the same privately or by auction. The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above. The Merchant shall accept his reasonable proportion of damaged or unidentified loose cargo.

8. Lighterage. The Carrier in arranging for lighters or other transportation between ship and shore, does so as the Merchant's agent and for account and risk of the goods.

9. Hindrances etc., Affecting Performance. If in the event of restraint of authorities, epidemic, quarantine, ice, labour, troubles, strikes, lockouts, congestion and any other causes beyond Carrier's control the goods cannot be discharged at the port of destination without risk to ship and cargo, the Carrier is entitled to land the goods at one of the nearest ports of call where possible at Merchant's risk and expense and to inform the Merchant thereof, if possible.

10. Extent of Responsibility.

1) In no event shall the Carrier be liable for damage to and/or loss of goods prior to loading or after discharge, not even if such damage or loss is due to the negligence of his servants and even though the goods are in the custody of the Carrier, his agents or servants as warehousemen or howsoever. In no event shall the Carrier's liability commence before the goods have been loaded over ship's rail and shall cease at the latest when goods have passed ship's rail upon discharge. The Merchant shall be required to prove that the goods were damaged within this period of responsibility.

2) The Carrier shall however be relieved of liability for any loss or damage if such loss or damage arose or resulted from:

- a) act, neglect or default of master, mariner, pilot, or the servants of the Carrier in the navigation or in the management of the ship;
 - b) the wrongful act or neglect of the Merchant;
 - c) compliance with the instructions of any person entitled to give them;
 - d) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed; unless the packing had been carried out by Carrier;
 - e) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
 - f) inherent vice of the goods;
 - g) insufficiency or inadequacy of marks or numbers on the goods, covering, or unit loads; except where they are required to be affixed by the Carrier;
 - h) strikes or lockouts or stoppage or restraint of labour from whatever cause whether partial or general;
 - i) perils, dangers and accidents of the sea or other navigable waters;
 - j) saving or attempting to save life or property at sea;
 - k) fire, unless caused by the actual fault or privity of the Carrier.
 - l) riots and civil commotions;
 - m) act of war or terror attacks;
 - n) any other cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
- 3) Where under sub-clause 2 the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage.
- 4) The burden of proving that the loss or damage was due to one or more of the causes, or

events, specified in a, b, c and n of sub-clause 2 shall rest upon the Carrier.

11. Limitation of Responsibility. In no case shall the Carrier be liable in an amount exceeding 666.67 calculation units for a place or unit or 2 calculation units for one kilogram of gross weight of the lost or damaged cargo, depending on what sum is higher. The calculation unit mentioned in this clause is unit of the "special right for borrowing", as it is defined by the International Monetary Fund. When carrying loaded containers, pallets or other similar unit loads the Carrier is responsible for the number of packages enumerated in the Bill of Lading, i.e. either for the whole container (the pallet) or for its contents according to the number of packages loaded into it if such number is inserted in the Bill of Lading. In absence of any particulars about the number of packages loaded into such container (or on the pallet) the Carrier's responsibility is limited only to the number of unit loads on the whole.

12. Notice of Loss. Unless notice of loss or damage to the goods and the general nature of it be given in writing to the Carrier at the place of delivery before or at time of the removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage be not apparent, within three consecutive days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading.

13. Time Bar. The Carrier shall be discharged of all liability under the rules of these conditions unless suit is brought within one year after delivery of the goods or in the case of total loss of the goods, the period shall begin with the moment when the goods should have been delivered. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier at the port of discharge before or at the time of the removal of the goods or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in the Bill of Lading.

14. Defences for Servants, etc. The defences and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the goods whether the action be founded in contract or in tort, also in any action against a servant, agent, or independent contractor, unless it is proved that the loss or damage resulted from an act or recklessly and with knowledge that damage would probably result.

15. Sealed Goods. The Carrier shall not be responsible for the shortage of or damage to the goods arrived at the destination in good containers or other similar receptacles duly sealed by the Shipper and for goods delivered in other safe and good packages without any signs of opening (unsealing) them during the carriage in case of Merchant's failure to prove that such shortage of or damage to the goods occurred through the fault of the Carrier.

16. Lien. The Carrier shall have an absolute lien on goods for any amount due under this contract and for contribution in respect of general average and for salvage to whomsoever due, including costs of recovering the same and storage fees, and may enforce such lien in any reasonable manner which he may think fit. If on sale of the goods the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the difference from Merchant.

17. Description of the Goods. The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, quantity and weight (including gross weight of the container or any other receptacle) and insurance as furnished by him, and the Merchant shall indemnify the Carrier against all loss, damage and expense arising or resulting from inaccuracies or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit his responsibility and liability this Bill of Lading to any person other than the Merchant.

18. Freight and Charges:

1) Freight shall be deemed earned on receipt of the goods by the Carrier and shall be paid in any event, goods lost according to the terms of the contract of affreightment and not to be returned.

2) All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

3) If the currency in which freight and charges are quoted is devalued/revalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately changed in proportion to the extent of the devaluation/revaluation of the said currency.

4) The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemic, strikes, government directions or force majeure.

19. Stowage in Containers by the Carrier. The Carrier may stow the goods in containers and has the right without notice to the Merchant to carry them in closed containers. If the goods accepted for shipment are packed into containers by or on behalf of the Carrier, the Carrier's responsibility for the goods commences at the moment of his reception of the goods by the Carrier and ceases when the goods are discharged out of the container at the port of destination. The Carrier shall during the whole period from such loading until unloading be entitled to the benefit of all privileges, rights and immunities contained in this Bill of Lading.

20. Merchant-packed Containers. Where any container, transportable tank, flat or pallet and other receptacles accepted for transportation has not been filled, packed or stowed by or on behalf of the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier if such loss, damage or expense has been caused by:

- 1) negligent filling, packing or stowing of the container or any other receptacle;
- 2) the contents being unsuitable for carriage in container or any other receptacle;
- 3) the unsuitability or defective condition of the container or any other receptacle unless they have been supplied by the Carrier and the unsuitability or defective condition of the container would not have been apparent upon reasonable inspection at or prior to the time when the container and any other receptacle was filled packed or stowed.

21. Special Container. If the goods are stowed by or on behalf of either the Carrier or the Merchant in special container with refrigeration or heating units the Carrier does not accept any responsibility for the functioning of such containers not owned or leased by the Carrier.

22. Reposition of Containers. Where containers owned or leased by the Carrier are unpacked at the Merchant's premises, they are jointly and severally responsible for returning the empty containers with interiors brushed and clean to the port or place of discharge or to the port or place of discharge or to the point or place designated by the Carrier, his servants or agents within the stipulated time. Should a container not be returned within stipulated time the Merchant shall be liable for any demurrage, loss or expenses which may arise from such non-return.

23. Refrigerated Goods. A Surveyor's Certificate with respect to heated, cooled, ventilated or insulated space, issued prior to the shipment, shall be deemed to be conclusive evidence that the Carrier has exercised due diligence to make the vessel seaworthy in respect to such space. The Carrier shall not be obliged to provide for refrigerated storage ashore. Consignee to take delivery of refrigerated cargo as soon as the vessel is ready to deliver, otherwise cargo will be landed at Consignee's risk and expenses.

24. Heavy or Bulky Goods. Peaces or packages weighting two tons each and upwards or of exceptional bulk or length or if awkward for vessel's tackle or gear shall be loaded and discharged at Merchant's risk and carnage and any other extra expenses shall be, unless otherwise agreed, for account of the goods.

25. Dangerous Goods. Before the goods of dangerous or damaging nature and radioactive material are tendered for shipment, the Merchant shall inform in writing the Carrier, Master or Agent of the vessel, of the vessel, of their exact nature of danger, indicating the precautions to be taken, given the name and address of the sender and receiver and distinctly mark the nature of the goods on surface of the package or packages, as required by the International Maritime Dangerous Goods Code and applicable statutes of regulations and in addition on each container, flat, trailer, etc. A special stowage order giving consent to shipment must be obtained from Carrier. The Merchant will be liable for all loss, damage, delay or expenses, if the foregoing provisions are not complied with.

26. General Average. General Average shall be settled in London according to York-Antwerp Rules, 1994. Time-Charter hire shall not contribute to General Average.

27. Incorporated Clause. This Bill of Lading shall be subject to all terms, conditions and exceptions of the Charter party according to which it is issued. The Both-to-Blame Collision Clause, Clause Paramount, Himalaya Clause, New Jason Clause, War Risks Clauses "Voywar-1950" as approved by BIMCO are fully and specifically incorporated in this Bill of Lading.