1. DEFINITIONS

- a) b)
- INITIONS
 Allison Shipping International, Inc. and Allison Shipping are trade names of Allison Shipping International, Inc.
 "Bill of Lading" as used herein includes conventional bills of lading, as well as electronic, express and laser bills of lading, sea waybills and all like documents, howsoever generated, covering the Carnage of Goods hereunder, whether or not issued to the Merchant.
 "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods. c)

- Goods.

 "Garrier" means Allison Shipping International, Inc., the vessel, her owner, operator and charterer. Means the Company named on the face side hereof and on whose behalf this Bill of Lading was issued, whether acting as carrier or ballee.

 "Charges" means rejeight, dearling and all expenses and money obligations incurred and payable by the Merchant.

 "Container" means any container (closed or open top), van, trailer, flatbed, transportable tank, railroad car, vehicle, flat, flatrack, pallet, skid, platform, cradle, siling-load or any other article of transport and any equipment associated or appurtment thereto.

 "Condos" means the cargo received from the shipper and described on the face side hereof and any Container not supplied by or on behalf of the Cara)
- rier. "Merchant" means the shipper, consignee, receiver, holder of this Bill of Lading, owner of the cargo or person entitled to the possession of the cargo and the servants and agents of any of these, all of whom shall be jointly and severally liable to the Carrier for the payment of all Charges, and for the performance of the obligations of any of them under this Bill of Lading, "On Board" or similar words endorsed on this Bill of Lading mean that in a Port to Port movement, the Goods have been loaded on board rate beest of the event of intermodal transportation, if the originating carrier is an inhalm of coastal carrier, means that the Goods have been loaded on board rail cars and/or another mode of transport at the Place of Receipt or are in the custody of a Participating carrier and en route to the Port of Loading named on the reverse sight." Participating carrier, means any other carrier by water, land or air, performing any stage of the Carriage, including inland and coastal carriers, whether
- i) acting as sub-carrier, connecting carrier, substitute carrier or bailee.

- acting as sub-carrier, connecting carrier, substitute carrier or ballee.

 (§) "Person" means an individual, a partnership, a body corporate or any other entity of whatsoever nature.

 (§) "Wessel" means the ocean wessel named on the face side hereof, and any substitute vessel, feedership, bage, or other means of conveyance by water used in whole or in part by the Carrier for fullfill this contract.

 CARRIER'S TARIER'S. THE Goods carried hereunder are subject to all the terms and conditions of the Carrier's applicable tariff or tariffs on file with the rederal Martitume Commission, Interstate Commerce Commission or any other regulatory body which openers a particular portion of the Carriage and said terms and conditions are hereby incorporated herein as part of the Terms and Conditions of this Bill of Lading, Copies of the relevant provisions of the applicable tariff or tariffs are obtainable from the Carrier, Federal Martitume Commission, Interstate Commerce Commission or other regulatory body upon reguest. In the event of any conflict between the terms and conditions of such tariff or tariffs and the Terms and Conditions of this Bill of Lading, this Bill of

Lading shall prevail.

WARRANTY AND ACKNOWLEDGMENT. The Merchant warrants that in agreeing to the Terms and Conditions hereof, it is, or is the agent and has the authority of, the owner or person entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

The Merchant acknowledges that the carrier is a non-vessel operating common carrier ("NVOCC"), and that it neither owns nor charter vessels, as a result of which the Carrier or any sub-carrier, connecting carrier or substitute carrier (which may be a NVOCC) will be required to contract with an actual ocean carrier to accomplish the Carriage contemplated by this Bill of Lading and does so as agent of the Merchant.

The Merchant further acknowledges that by identifying the carrying vessel on the face side hereof, it knows or can determine the name of the actual ocean carrier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

RESPONSIBILITY

- ritier and the terms and conditions of the actual ocean carrier's bill of lading and applicable tariff(s) and agrees to be bound thereby.

 SPONSIBILITY

 Except where the Carriage covered by this Bill of Lading is to or from a port or locality where there is in force a compulsorily applicable ordinance or statute of a nature similar to the international Convention for the Unification of Certain Rules Relating to Bills of Lading, dated at Brussels, August 25, 1924, the provisions of which cannot be departed from, and suit or other proceeding is instituted and itigated in such locality, this Bill of Lading shall have effect subject to the Carriage of Goods by Sea Act of the Unification of Certain Rules Relating to Bills of Lading, that always effect subject to the Carriage of Goods by Sea Act of the Unification (States CroosSA), approved April 16, 1936, and nothing herein contained, unless otherwise stated, shall be deemed a surrender by the Carrier of any of its rights, immunities, exemptions, limitations or exonerations or an increase of any of this responsibilities or infoliosSA or, as the case may be, such compulsoring splicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes. The provisions of COGSA or such compulsorily applicable ordinances or statutes. The carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause.

 The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery, mis-delivery or other loss or damage to or in connection with the Goods or Containers or other packages occurring at any time contemplated under subdivision a) of this Clause, the entitled to the benefit of the provisions of Sections 4281 to 4287, inclusioners or other packages oc
- c)
- 5. THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of

 - THROUGH TRANSPORTATION. When either the Place of Receipt or Place of Delivery set forth herein is an inland point or place other than the Port of Loading (Through Transportation bot absis), the Carrier will procure transportation to or from the sea terminal and such inlaminal and such inhambasis), the Carrier will procure transportation to or from the sex terminal and such inhambasis opinits) or place(s) and, not-withstanding anything in this Bill of Lading contained, but always subject to Clause 4. hereof, the Carrier shall be liable for loss or damage of whatsoever nature and howsoever arising to the following extent, but no further:

 a) Upon proof that the loss or damage arose during a part of the Carriage herein made subject to COGSA or other compulsorily applicable legislation, as set forth in Clause 4. a) hereof, said legislation shall apply, or

 b) Upon proof that the loss or damage and talling within a) above, but concerning which the law of any country, state or subdivision thereof contains provisions that are compulsorily applicable and would have applied if the Merchant had made a separate and direct contract with the Carrier, a Participating carrier or independent contractor, as referred to in Clause 4. a), relative to a particular stage of transport or other handling wherein the loss or damage occurred and received as evidence thereof a particular receipt or other document, then the liability of the Carrier, Participating carrier and independent contractor stable behinder to the provisions of such law.
 - occurred and received as evidence thereof a particular receipt or other occument, then the liability of the Carrier, Participating carrier and independent if it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or independent contractor, and be subject to law compulsorily applicable to their bills of lading, receipts, tariffs and/or law applicable thereto, then the Carrier shall be entitled to all rights, defenses, immunities, exemptions, limitations of and exonerations from liability of whatsoever nature accorded under such bill of lading, receipt, tariff and/or applicable law, provided however, that nothing contained herein shall be deemed a surrender by the Carrier of any of its rights, defenses and immunities or an increase of any of its responsibilities or liabilities under this Bill of Lading, the Carrier shall be accorded to the Carrier of the Carrier of the Carrier shall be accorded to the Carrier of the Carr

6. SUBCONTRACTING: BENEFICIARIES

- SECHTACTING: BENEFICIARIES

 The Carrier shall be entitled to subcontract on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by it in relation to the Goods or Containers or other packages or any other goods.

 It is understood and agreed that if it should be adjudged that any person or entity other than or in addition to the Carrier is under any responsibility with respect to the Goods or any other goods, regardless of the port or place where any loss or damage shall occur and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and entit the Goods or other goods are transported on free in, stowed and/or free out terms, all exemptions, limitations of and exonerations from liability provided by law or by the Terms and Conditions hereof shall be available to all agents, serverst, employees, representatives, all Participating (indirent grain and other independent contractors, inclusives of all persons providing any service whatsever. In contracting for the foregoing exemptions, limitations of and exonerations from liability, the Carrier is acting as agent and trustee for and on behalf of all persons described above, all of whom shall to this extent be deemed to be a party to the contract evidenced by this Bill of Ladding, regardless for whom acting or by whom retained and paid, it being always understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Ladding in any given situation.
- understood that said beneficiaries are not entitled to any greater or further exemptions, limitations of or exonerations from liability than those that the Carrier has under this Bill of Lading in any given situation.

 The Carrier undertakes to procure such services as necessary and shall have the right at its sole discretion to select any mode of land, sea or air transport and to arrange participation by other carriers to accomplish the total or any part of the carriage from Port of Loading to Port of Discharge or from Plaze of Receipt to Plaze of Delivery, or any combination thereof, except as may be otherwise provided herein.

 The Merchant aprese that the Carrier shall be deemed to be a beneficiary of the actual ocean carrier is bill of fairing and of all exemptions, limitations of and exonerations from liability therein contained even though the Carrier acts as agent of the Merchant in contracting with the actual ocean carrier or the Carriage of the Goods. Notwithstanding, under no circumstances shall the Carrier be responsible for any damages to an extent greater than the actual ocean carrier or any beneficiaries thereof and hereof.

 No agent or sevant of the Carrier or other person or class named in subdivision by hereof shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by an officer or director of the Carrier having actual authority to bin the Carrier to exhibit waiver or variation is.

- authority to bind the Carrier to such waiver or variation

 7. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITIES

 a) The description and particulars of the Goods set out on the face hereof and any description, particular or other representation appearing on the Goods. Container or other packages or documents relating thereto are furnished by the Merchant, and the Merchant warrants to the Carrier that the description, particular and any representation made including, but not limited to, weight, content, measure, quantity, quality, condition, marks, numbers and value
 - are correct.
 The Merchant warrants that it has complied with all applicable laws, regulations and requirements of Customs, Port and other Authorities and shall bear

 - at any time be destroyed, cusposed or, autanuoused or renores natures without compositions of the composition of the compositio impost, loss, damage or detention sustained or incurred by or levied upon the Carrier, Vessel, Goods, Containers or other packages and for any action or requirement of any opernment or governmental authority or person purporting to act under the authority thereof, selection of the process or attempted seizure, incorrect or insufficient marking, numbering or addressing of Containers or other packages or description of the contents, failure of the Merchant to procure consulta, Board of Health or other certificates to accompany the Goods or to comply with laws or regulations or any kind imposed with respect to the Goods by the authorities at any port of place or any act or omission of the Merchant. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice.

 The Merchant shall defend, indemnify and hold harmless the Carrier, any Participating carrier, independent contractor, their agents and servants, against any loss, damage, claim, lability or expense whatseever arising from any breach of the provisions of this Clause 7. or from any cause in connection with the Goods for which the Carrier is not responsible.

- Goods may be stowed by the Carrier in or on Containers, and may be stowed with other goods. Containers, whether stowed by the Carrier or received fully stowed, may be carried on or under deck without notice, and the Merchant expressly agrees that cargo stowed in a Container and carried on deck is considered for all legal purposes to be cargo stowed under deck. Goods stowed in Containers on deck shall be subject to the legislation referred to in Clause 4. hereof and will contribute in General Average and receive compensation in General Average, as the case may be a the care may be the carrier with respect to the supply of a Container to the Mer-
- b) The Terms and Conditions of this Bull of Lading Shall govern the responsioning or the carrier will respect to the suppry or a commence or chart.
 c) If a Container has been stuffed by or on behalf of the Merchant, the Carrier, any Participating Carrier, all independent contractors and all persons rendering any service whatsoever hereunder shall not be liable for any loss or damage to the Goods, Containers or other packages or to yother goods caused (1) by the manner in which the Container has been stuffed and its contents secured, (2) by the unsuitability of the Goods for carriage in Containers or for the type of Container requested by and furnished to the Merchant, or (3) condition of the Container furnished, which the Merchant acknowledges has been inspected by it or on its behalf before stuffing and sealing.
 d) The Merchant shall detend, indemnify and hool harmless the Carrier, any Participating Carrier, independent contractor, their agents and servants, against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by a), b) and of above.
 CONTAINERS with HEATING OR REFERT APPRAIDUS. Containers with temperature or atmosphere-control apparatus for heating, refrigeration, ventilation or otherwise will not be furnished unless contracted for expressly in writing at time of booking and, when furnished, may entail increased Charges. In the absence of an express request, it is half be conclusively presumed that the use of a roy container is appropriate for the Goods.
 Merchant must provide Carrier with desired temperature range in writing at time of booking and insert same on the face side of the Bill of Lading, and

where so provided, Carrier is to exercise due diligence to maintain the temperature within a reasonable range while the Containers are in its care, custody

where so provided, Carrier is to exercise oue diligence to maintain the temperature within a reasonable range within the Containers are in its care, ucstore and/or control or that of any Participating carrier or independent contractor. The Carrier does not accept any responsibility for the functioning of temperature or atmosphere-controlled Containers not owned or leased by Carrier or for latent defects not discoverable by the exercise of duel diligence. Where the Container is stuffed or partially stuffed by or on behalf of the Merchant, the Merchant warraits that it has properly pre-cooled the Container, that the Goods have been properly stuffed and secured within the Container or and that the temperature controls have been properly set prior to delivery of the Container to the Carrier, Its agents, severants, or any Participating carrier or independent Contractor. The Merchant accepts expossibility for all damage or loss of whatsoever nature resulting from a breach of any of these warranties, including but not limited to other cargo, consolidated in the Container with the Merchant agrees to defend, indemnify and hold the Carrier, Participating carriers and independent contractors, their agents and servants, harmless from and against all claims, suits, proceedings and all other consequences thereor requariless of their nature and merit

- the Carrier, Participating carriers and independent contractors, their agents and servants, harmless from and against all claims, suits, proceedings and all other consequences thereof regardless of their nature and merit

 PPTION OF INSPECTION. The Carrier and any Participating carrier shall be entitled, but under no obligation, to open any Container at any time and to inspect the contents. If it thereupon appears that the contents or any part thereof cannot safely or properly be carried or carrier other their, either at all or without incurring any additional expenses, the Carrier and Participating carrier, independent contractor, their agents and servants, may abandon the transportation thereof and/or take any measures and/or incur any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemity the Gamer, any Participating carrier, independent contractor, their agents and servants, before against any reasonable additional expenses to continue the Carriage or to store the Goods, which storage shall be deemed to constitute due delivery under this Bill of Lading. The Merchant shall indemity the Gamer, any Participating carrier, independent contractor, their agents and servants, before against any reasonable additional expenses on incurred.

 DECK CARGO. Deck cargo (except that carrier in Containers on deck) and live animals are received and carried solely at Merchant's risk (including accident or mortality of animals), and the Carrier will not in any even the liable for any loss or damage for or from which he is exempt, immume or exonerated by applicable law, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthness in the premises being hereby waved, and the burden of proving liability being in all respects upon the Merchant. Except as may be otherwise provided, such shipments shall be deemed Goods and shall be subject to all Terms and Condit 10.
- to the Merchant:

 a) Use any means of transport (water, land and/or ari) or storage whatsoever;
 b) forward, transship or retain on board or carry on another vessel or conveyance or by any other means of transport than that named on the reverse side

- hereof; carry Goods on or under deck at its option; carry Goods on or under deck at its option; proceed by any route in its sole and absolute discretion and whether the nearest, most direct, customary or advertised route or in or out of geographical

- rotation:
 proceed to or stay at any place whatsoever once or more often and in any order or omit calling at any port, whether scheduled or not;
 store, vanned or devanned, at any place whatsoever, ashore or afloat, in the open or covered,
 proceed with or without plots:
 carry livestock, contraband, explosives, munitions, warlike stores, dangerous or hazardous goods or goods of any and all kinds;
 drydock or stop at any unscheduled or unadvertised port for bunkers, repairs or for any purpose whatsoever;
 discharge and require the Merchant to take delivery, vanned or devanned:
 comply with any orders, directions or recommendations given by any government or authority or by any person or body acting or purporting to act with
 the authority of any government or authority or having under the terms of the insurance on the Vessel or other conveyance employed by the Carrier the
 right to give such orders, directions or recommendations.

 Lake any other steps or precautions as may appear reasonable to the Carrier under the circumstances.

right to give such orders, directions or recommendations.

The liberties set out in subdivisions a) through I) may be invoked for any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any purpose whatsoever even if not connected with the Carriage covered by this Bill of Lading, and any action taken or omitted to be taken, and any purpose whatsoever even if not connected with the contractual and contemplated Carriage and not be an unreasonable deviation.

In no circumstance whatsoever shall the Carrier be liable for direct, indirect or consequential loss or damage caused by delay.

MATTERS AFFECTING PERFORMANCE. In any situation whatsoever and wherescever occurring and whether existing or anticipated before commencement of, during or affert the Carriage, which in the judgment of the Carrier is likely to give rise to any hindrance, risk, capture, selention, damage, delay, difficulty or disadvantage or loss to the Carrier or any part of them of commence or continue the Carriage or disembark, passengers at the off Discharge nor of the usual or intended place of discharge them or any part of them or commence or continue the Carriage or disembark passengers at the off Discharge or of the usual or intended place of discharge or delivery, or to give rise to danger, delay or difficulty of whatsoever nature in proceeding by the usual or intended route, the Carrier and any Participating carrier independent contractor, their agents and servants, without notice to the Merchant and Goods, are at the risk and expense of the Merchant and Goods or may for discharge the Goods or may discharge the Goods and may require the Merchant to the Merchant and Goods on board until the return of the Vessel to the Port of Discharge or any other point or until such time as the Carrier deems advisable and thereafter discharge them at any place whatsoever, in such event, as herein provided, such shall be at the risk and expense of the Merchant and Goods o

All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated carriage and not be an unreasonable devia

All actions taken by the Carrier hereunder shall be deemed to be within the contractual and contemplated carriage and not be an unreasonable deviation.

14. DELIVERY. If delivery of the Goods or Containers or other packages or any part thereof is not taken by the Merchant when and where and at such time and place as the Carrier is nettled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or, if containerized, devanned and sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

If the Goods are stowed within a Container owned or leased by the Carrier, the Carrier shall be entitled to devan the contents of any such Container, whereupon the Goods shall be considered to have been delivered to the Merchant, and the Carrier may, at its option, subject to its lien and without notice, elect to have same remain where they are or sent to a warehouse or other place, always at the risk and expense of the Merchant and Goods.

At ports or places where by local law, unbrities or customs, the Carrier is required to discharge eargo to lighter or other craft or where it has been so agreed or where wharves are not available which the Vessel can get to, be at, lie at, or leave, always safely afloat, or where conditions prevailing at the time render discharge at a whart diagnerous impundent, or likely to lead by the Vessel all promptly furnishers or other craft to take delivery alongside the Vessel at the risk and expense of the Merchant and Goods. If the Merchant falls to provide such lighters or other craft carrier, acting solely as agenit for the Merchant, may engage such lighters or other craft carrier, acting solely as agenit for the Merchant, may engage such lighters or other craft carrier and the risk and expense of the Merchant and Goods into such lighters or other craft, Carrier, ac

The Merchant shall remain responsible for all Charges, regardless whether the Bill of Lading states, in words or symbols, that it is "Prepaid," or "Collect."

In arranging for any services with respect to the Goods, the Carrier shall be considered the exclusive agent of the Merchant for all purposes, and any payment of Charges to other than the Carrier shall not, in any event, be considered payment to the Carrier.

The Merchant shall defend, indemnify and bold the Carrier, any Participating carrier, independent contractor, their agents and servants, harmless from and against all liability, loss, damage and expense which may be sustained or incurred relative to the above.

16. CARRIER'S LIEN. The Carrier shall have a lien on the Goods, inclusive of any Container owned or leased by the Merchant, and all equipment and appurtenances thereto, as well as on any Charges due any person, and on any documents relating thereto, which hen shall survive deliver, for all sums due under this contract or any other contract or undertaking to which the Merchant was party or otherwise involved, including, but not limited to, General Average contributions, salvege and the cost of recovering such sums, inclusive of attorney's fees. Such lien may be enforced by the Carrier by public or private sale at the expense of and without notice to the Merchant.

The Merchant agnees to detend, indemnify and hold the Carrier, any Participating caner, independent contractor, their agents and servants, harmless from and against all liability, loss, damage or expense which may be sustained or incurred by the Carrier relative to the above and the Merchant agrees to submit to the pursicion of any court, tribunal or other body before whom the Carrier may be brought, whether said proceeding is of a civil or criminal nature.

17. RUST. It is agreed that suppertical rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods. Acknowledgement of receipt of the Goods in apparent good order

18 GENERAL AVERAGE

- If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments thereto from time to

- 18. GENERAL AVERAGE

 a) If General Average is declared, it shall be adjusted according to the York/Antwerp Rules of 1994 and all subsequent amendments thereto from time to time made, at any place at the option of any person entitled to declare General Average, and the Amended Jason Clause as approved by BIMCO is to be considered as incorporated herein, and the Merchant shall provide such security as may be required in this December.
 b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made against the Carrier and shall provide such security as may be required by the Carrier in this connection.
 c) Neither the Carrier nor any Participating carrier shall be under any obligation to take any steps whatsoever to post security for General Average or to collect security for General Average contributions due to the Merchant collect security for General Average contributions due to the Merchant collect security for General Average contributions due to the Merchant collect security for General Average or to the Merchant of the Carrier of the Carr

rurner, where a lesser monetary limitation is applicable, such as during handling by a Participating carrier or independent contractor and damage occurs during its or their period of care, custody, control and/or responsibility, the Carrier shall be entitled to avail listel of such lesser limitation NOTICE OF CLAIM, TIME FOR SUIT. As to any loss or damage presumed to have occurred during the Carrier's period of responsibility, the Carrier must be notified in writing of any such loss or damage or claim before or at the time of discharge/removal of the Goods by the Merchant or, if the loss or damage is not then apparent, within 3 consecutive days after discharge/delivery or the date when the Goods should have been discharge/delivered. If not so notified, discharge, removal or delivery, depending upon the law applicable, shall be prima facie evidence of discharge/delivery in good order by the Carrier of such Goods. Goods.

In any event, the Carrier shall be discharged from all liability of whatsoever nature unless suit is brought within 1 year after delivery of the Goods or the date when the Goods should have been delivered, provided however, that if any claim should arise during a part of the transport which is subject by applicable law and/or tarlff and/or contract to a shorter period for notice of claim or commencement of suit, any liability wherever of the Carrier shall cases

- plicable law and/or tariff and/or contract to a shorter period for notice of claim or commencement of suit, any liability whatsoever of the Carrier shall cease unless proper claim is made in writing and suit is frought within such shorter period.

 Suit shall not be deemed "brought" unless jurisdiction shall have been obtained over the Carrier by service of process or by an agreement to appear. In the event this provision should be held invalid during that period in which compulsory legislation shall apply of its own force and effect, such as during the tackle-to-tackle period, it shall nevertheless apply during all non-compulsory periods during which the Carrier remains responsible for the Goods.

 LAW AND JURISDICTION

 a) Governing Law shall be in accordance with Clause 4. hereof.

 b) Jurisdiction: All disputes in any way relating to this Bill of Lading shall be determined by the United States District Court for the Southern District of New York to the exclusion of the jurisdiction of any other courts in the United States or the courts of any other country PROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other courts in the United States or the courts of any other country DROVIDED ALWAYS that the Carrier may in its absolute and sole discretion invoke or voluntarily submit to the jurisdiction of any other courts of this Bill of Lading, could properly assume jurisdiction to hear and determine such disputes, but such shall not constitute a waiver of the terms of this provision in any other instance.
- in any other instance.

 22. NON-WAIVER AND SEPARABILITY. Nothing in this Bill of Lading shall operate to deprive the Carrier of any statutory protection or any defense, immunity, and the confidence of the Carrier of exemption, limitation of or exoneration from liability contained in the laws of the United States, or of any other country protection of any other states. The state of the United States, or of any other country by others may be applicable. The Terms and Conditions of this Bill of Lading (including all the terms and conditions of the carrier's applicable tariff or tariffs, incorporated herein by virtue of Clause 2 above) shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.