

TERMS AND CONDITIONS OF CONTRACT

1. Receipt of Goods. Unless otherwise noted on the face of this Bill of Lading, the Goods listed on the face hereof have been provided for shipment in external apparent good order and condition by shipper or shipper's agent.

2. Definitions.

"Carrier" means C.H. Robinson International, Inc. and C.H. Robinson Freight Services, Ltd d/b/a CHRListal Lines.
"Carriage" means the whole of the operation and services undertaken or performed by or on behalf of Carrier with respect to Goods.
"Goods" means the whole or any part of the cargo and any packaging accepted from Merchant and includes any container not supplied by or on behalf of Carrier.
"Merchant" includes the shipper, consignee, consignee, exporter, importer, receiver of the Goods, holder of this Bill of Lading, any person owning or entitled to possession of the Goods under this Bill of Lading, and any person having a present or future interest in the Goods or any person acting on their behalf.
"Multimodal Transport" arises when the Place of Receipt and/or Place of Delivery are indicated on the face hereof.
"On Board" means on board a vessel or watercraft in the case of port to port shipments or on board the first means of conveyance in the case of combined or through transport shipments.
"Package" is the largest individual unit of partially or completely covered or contained cargo made up by or for Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed and sealed by the Merchant or on its behalf, although Merchant may have furnished a description of the contents of such sealed container(s) on this Bill of Lading.
"Port to Port" means transport only from the port of loading to the port of discharge.
"Charges" include freight, demurrage, and all expenses and monetary obligations incurred and payable by Merchant.
"VGM" means Verified Gross Mass.
"SDR" means Special Drawing Right per the SDR Protocol of 1979 and as defined by the International Monetary Fund (IMF).

3. Carrier's Responsibility. Carrier undertakes to procure the services necessary to affect the entire transport of the cargo from the place where Goods are first accepted for carriage (either Place of Receipt or Port of Loading), to the place where Goods are to be delivered (either the Port of Discharge or Place of Delivery), as indicated on the face hereof. Carrier is responsible for Goods from the time they are received by Carrier until they are made available for Merchant to take delivery, and Carrier's liability, if any, shall be determined in accordance with this Bill of Lading.

3.1 Ocean Carriage. In the case of any ocean carriage, if there is loss or damage to Goods, Carrier shall have the benefit of every right, defense, limitation and liberty in COGSA or the other conventions which may apply by operation of law or by virtue of clause 4 hereof ("COGSA / the Conventions"). Carrier shall however have no liability whatsoever for loss of or damage to Goods, howsoever occurring, if such loss or damage arises prior to loading on or subsequent to the discharge from the carrying vessel.

3.2 Other Carriage including Road and Rail Carriage. In the case of any other carriage, Carrier shall be liable for loss of or damage to Goods occurring only between the time it takes Goods into its charge and the time of delivery of Goods from its charge. Carrier shall be relieved of liability for any loss or damage caused by (a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant or from whom Carrier took Goods in charge; (b) insufficiency or defective conditions of the packing or marks and/or numbers; (c) handling, loading, stowage or unloading of Goods by Merchant or any person acting on behalf of Merchant; (d) inherent vice or nature of Goods themselves; (e) acts of God; (f) acts of a public enemy; (g) interference by a public authority; (h) strike, lockout, stoppage or restraint of labor; (i) a nuclear incident if the operator of a nuclear installation or a person acting for it is liable for this damage under an applicable international Convention or national law governing liability in respect of nuclear energy; (j) any cause or event which Carrier could not avoid or the consequences whereof it could not prevent by the exercise of reasonable diligence; or (k) any other defense available under the applicable law.

3.3 When Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the causes or events specified in (b) to (d) above or the defenses or exceptions listed in COGSA / the Conventions, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of these causes or events.

3.4 Where the stage of carriage during which loss occurred is unknown, then the place of loss will be deemed to be the ocean leg.

3.5 Notwithstanding the foregoing, if a container has been delivered to Merchant, Merchant has to prove that the damage to or loss of Goods has occurred in the period in which Carrier was responsible therefore in accordance with the terms of this Bill of Lading.

3.6 The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against Carrier for loss or damage to the Goods whether the action can be founded in contract or in tort.

4. Clause Paramount.

(a) For ocean carriage to or from the United States, the custody and carriage of goods and the liability of Carrier shall at all times be subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936 ("COGSA") which is incorporated herein as a part of this Bill of Lading. COGSA shall apply to all goods including goods carried on-deck or below deck.

(b) For other ocean carriage, Carrier's liability shall be governed by the Hague Rules, as contained in the International Convention for the Unification of Certain Rules Relating to Bills of Lading, August 1924, or the Hague-Visby Rules, as contained in the Protocol of Brussels, February 1968, where compulsory, or if there is no such applicable law, the Hague Rules. The Hague Rules shall also apply to the Carriage of goods by inland waterways. The Hague Rules and Hague Visby shall apply to all goods including goods carried on-deck or below deck.

5. Scope of Carriage. The intended carriage shall not be limited to the direct route but shall also include any deviation for any purpose connected with the service, including maintenance of vessel and/or crew. If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind, including strike, lockout or other labor unrest, governmental action, acts of terror, war, riots, bad weather, ice, quarantine, or the condition of the Goods, whenever and however arising, whether or not the carriage has commenced, Carrier may:

(a) without notice to Merchant, abandon the carriage of Goods and where reasonably possible, place Goods or any part of them at Merchant's disposal at any place Carrier may deem safe and convenient, and the responsibility of Carrier with respect to such Goods shall then cease.

(b) without prejudice to Carrier's right subsequently to abandon the carriage under (a) above, continue the carriage. In any event, Carrier shall be entitled to full freight Charges on Goods received for carriage, and Merchant shall pay any additional costs resulting from the above-mentioned circumstances.

6. Freight and Charges.

(a) Freight and all Charges shall be deemed fully earned upon receipt of Goods by Carrier and shall be paid whether or not the cargo was lost or damaged. Merchant shall be liable to Carrier for freight and all other Charges regardless of whether the shipment was prepaid or freight collect. The freight Charges have been calculated on the basis of particulars furnished by or on behalf of Merchant. All sums payable to Carrier are due on demand and shall be paid in full in United States currency or, at Carrier's option, in its equivalent in the currency of the Port of Loading or of Discharge or the Place of Receipt or of Delivery or as specified in Carrier's Tariff.

(b) If Merchant fails to pay the freight when due it shall be liable also for payment of service fee or interest due on any outstanding sum, reasonable attorney fees, and expenses incurred in collecting any sums due to Carrier. Payment of freight and all Charges to a freight forwarder, broker or anyone other than Carrier or its authorized agent, shall not be deemed payment to Carrier and shall be made at Merchant's sole risk. Merchant shall be liable for all dues, duties, fines, taxes, and charges, including consular fees levied on the Goods.

(c) All persons encompassed within the definition "Merchant" as provided by Paragraph 2 of this Bill of Lading shall be jointly and severally liable to Carrier for the payment of all freight and Charges, including advances, and shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of breach of Merchant of any of the provisions of this Bill of Lading.

(d) All persons encompassed within the definition "Merchant" as provided by Paragraph 2 of this Bill of Lading shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to make delivery whether or not the front of this Bill of Lading has been marked "prepaid" or "collect" so long as freight and Charges remain unpaid.

(e) Merchant authorizes Carrier to pay and/or incur all such Charges and expenses and to do any matters mentioned above at the expense of and as agent for Merchant, to engage other persons to regain possession of Goods, and to do all things deemed advisable to Carrier for payment of all freight and Charges and for the performance of the obligation of each of them hereunder.

7. Lien. Carrier shall have a lien on all property (and documents relating thereto), funds held, and any Goods as to which Carrier is providing services of any kind (including in relation to the carriage, storage and warehousing of goods) to Merchant for all sums payable to Carrier under this Bill of Lading and for general average contributions to whomsoever due, including any claims for Charges, expenses or advances incurred by Carrier in connection with any shipment of Merchant. Carrier shall also have a lien against Merchant on the Goods, property, and any documents relating thereto for all sums due from Merchant to Carrier under any other contract. To recover any sums due, Carrier shall have the right to sell Goods by public auction or private sale, without notice to Merchant and Carrier's lien shall extend to cover the cost of recovering any sums due, including attorneys' fees. If the proceeds of this sale fail to cover the whole amount due, Carrier is entitled to recover the deficit from Merchant. Carrier may exercise its lien at any time and any place in its sole discretion, whether the Carriage is completed or not. Carrier's lien shall survive delivery of the Goods.

8. Delivery of Goods.

(a) If Merchant refuses or fails to take delivery of Goods regardless of any free time prescribed by tariff or local regulations, Carrier may, without notice to Merchant, unstuff the Goods if necessary, and/or store them at the risk and expense of Merchant. Such storage shall constitute final delivery under the Bill of Lading. All liability of Carrier related to Goods shall cease.

(b) If containers supplied by or on behalf of Carrier are unpacked at Merchant's premises, Merchant is responsible for returning the empty containers, with interiors clean, odor free and in the same condition as received, to the point or place designated by Carrier, within the time prescribed. Should a container not be returned in the condition required and/or within the time prescribed in the Tariff, Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

(c) Abandoned Goods. If Goods are unclaimed during a reasonable period not to exceed thirty (30) days Carrier may, without prejudice to any other rights against Merchant, at its sole discretion and subject to its lien and without any responsibility attaching to it, sell, abandon or otherwise dispose of such Goods solely at the risk and expense of Merchant, and apply the proceeds of any such sale or disposal in reduction of the sums due to Carrier from Merchant.

9. Description and Stowage of Goods. Merchant warrants the correctness of the declaration of contents, insurance, weight, to include VGM, measurement, and value of the Goods, but Carrier reserves the right to have the contents inspected in order to verify the accuracy of said declarations. Merchant shall indemnify and hold Carrier harmless against any loss, damages, and expenses, including attorney's fees, arising or resulting from mis-declarations or

inadequacies of such declarations including VGM. Carrier shall not be responsible for the safe and proper packing and stowing of Goods in containers, if such containers are packed by the Merchant or Merchant's agent, and no responsibility shall attach to Carrier for any loss or damage caused to contents by such improper or inadequate packing and stowing. Merchant or Merchant's agent shall properly seal containers. Acceptance and packing shall be prima facie evidence that the containers were sound, clean, and suitable for use, and shall relieve Carrier of responsibility for any damage to Goods resulting from the condition of the containers used. Merchant shall indemnify and hold Carrier harmless for any injury, loss or damage, including attorney's fees arising from Merchant's failure to properly describe, label, stow or secure Goods in containers, and also for damage or expense caused by Goods to the containers, other property or for injury or death to persons.

10. Hazardous Cargo. Goods of an inflammable, explosive, radioactive, corrosive, toxic or other dangerous nature may not be tendered for carriage unless written notice of their nature and proper hazardous classifications sufficient to provide Carrier with all information necessary to evaluate the risk of carriage has been given to Carrier, and Carrier has given written consent. Merchant shall comply with the International Maritime Dangerous Goods (IMDG) Code and any other mandatory laws relating to the carriage of Goods of a hazardous nature. The nature and risk of the cargo must be clearly marked on the outside of the packages. Goods must be properly packed to prevent any damage to the Carrier, all other persons, and the environment. All notices, disclosures, marks, and packing shall, at a minimum, meet all applicable regulations or statutes. Merchant shall be responsible for all damages, including consequential damages, and expenses arising out of its failure to comply with the foregoing provisions of this paragraph, and shall indemnify and hold Carrier harmless from any resulting loss, damage or expense, including attorney's fees.

11. Temperature Controlled Cargo. Merchant shall not tender for carriage any Goods which require temperature control without previously giving written notice of their nature, and the particular temperature range to be maintained by Carrier. Carrier shall not be liable for any loss or damage to these Goods arising from Merchant's failure to comply with these requirements, or from defects, faults, breakdown, stoppage of the temperature controlling machinery, plant, insulation, or any apparatus of the container.

12. Rust, etc. It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and acknowledgement of receipt of Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt.

13. Methods of Transportation, Stowage, Deck Cargo. Carrier may, at its sole discretion and without notice to Merchant, use any means of transport or stowage whatsoever, load or arrange for the carriage of Goods on any vessel whether named in this Bill of Lading or not. Carrier shall have the right to arrange for carriage of Goods on deck without notice to Merchant. Carrier may stow Goods into containers together with other goods.

14. General Average. Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of Carrier and the Amended Jason Clause as approved by BIMCO is incorporated herein and Merchant shall provide such security as may be required by Carrier in this connection. Salvage and special charges incurred in respect of Goods shall be payable by the owners of Goods saved, in proportion to their salvaged values. Merchant shall defend, indemnify and hold harmless Carrier in respect of any claim (and any expense arising therefrom) of General Average nature or salvage contribution which may be made on Carrier and shall provide such security as may be required by Carrier in this connection. Salvage and special charges incurred in respect of Goods shall be payable by the owners of Goods saved, in proportion to their salvaged values. Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to Merchant.

15. Limitation of Liability and Compensation.

(a) Except as provided in 15(b) and (c) hereunder, compensation to Merchant for loss or damage to Goods shall be determined as follows:

(i) For ocean carriage to or from the United States, Carrier's liability shall not exceed US \$500 per Package, or in case of Goods not shipped in a Package, US \$500 per customary freight unit.

(ii) For all other ocean carriage, Carrier's liability shall not exceed 2 SDRs per kilogram of gross weight or 666.67 SDRs per Package or customary freight unit, whichever is higher.

(iii) The application of COGSA, the Hague Rules and Hague-Visby and the limitations of liability in (i) through (ii) of this section shall apply to all Goods including Goods carried on-deck or below deck.

(iv) For road carriage, rail carriage or storage, Carrier's liability shall not exceed US \$5 per kilogram of gross weight.

(b) In the case of loss or damage occurring prior to or after loading of Goods on board a vessel, and subject to paragraph 3.1, if Carrier has liability, it shall be limited in accordance with the limits noted at 15(a)(i), alternatively (ii).

(c) Carrier's liability may be increased to a higher value by a declaration in writing of the value of Goods by Merchant upon delivery to Carrier of Goods for shipment. If Merchant has declared a higher value of Goods (not to exceed the market value) and such higher value has been inserted on the face of the Bill of Lading and extra freight has been paid, if required, then Carrier's liability for loss or damage shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of the declared value.

(d) When any claims are paid to Merchant by Carrier, Carrier shall automatically be subrogated to all rights of Merchant against all others, including underlying carriers, on account of the losses or damages for which such claims are paid.

16. Notice of Claim & Time Bar. Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. All claims for loss or damage of cargo must be filed with Carrier who will be solely responsible to process them to conclusion. All notices of loss or damage must be sent to the "For Delivery, Apply To" address indicated on the face of the Bill of Lading or, if blank, to C.H. Robinson International, Inc., Attn: Ocean Claims/Insurance Department, 1701 Golf Road, Tower 1, Suite 800, Rolling Meadows, IL 60008 (USA). In any event, Carrier shall be discharged from all liability unless suit is brought within twelve (12) months after the date of delivery of the Goods, or the date when Goods should have been delivered. Suit shall not be deemed brought against Carrier until jurisdiction shall have been obtained by service of process on Carrier.

17. Carrier's Tariff(s) and Terms and Conditions of Service. Goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) on file pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been filed. Carrier's tariff(s) may also be accessed online at <https://ratequest.amberroad.com/rqnvooc/>. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

18. Place of Suit and Governing Law. All claims arising out of or related to carriage provided under this Bill of Lading shall be brought in the United States District Court for the Southern District of New York (SDNY) or, if the SDNY does not have jurisdiction, the state courts located in the State of New York, County of New York. The contract evidenced by or contained in this Bill of Lading shall be governed by the laws of the State of New York, without regard to its conflict of law provisions.

19. Consequential Loss or Delay. Carrier does not undertake or agree to deliver Goods at the Port of Discharge or Place of Delivery at any particular time or to meet any particular market or use and Carrier does not accept responsibility for any direct, indirect or consequential loss, lost profits, or damage sustained by Merchant through delay, or for indirect or consequential loss, lost profits, or damage through any other cause unless Carrier is responsible for consequences of delay or other cause under any statute, law, agreement or conventions of a mandatory nature. If Carrier is found liable for delay, its liability is limited to the freight Charges of the shipment(s) involved.

20. BIMCO / Both-to-Blame Collision Clause. BIMCO shall apply and operate as if Carrier were the actual carrier and not a NVOCC and Merchant shall indemnify Carrier in regard of any and all claims brought against Carrier by the actual carrier or any other third party by virtue of a Both-to-Blame Collision Clause.

21. Failure to Notify. Carrier does not accept responsibility for failure to notify Merchant or others concerned with the arrival of Goods.

22. Application of Defenses. All defenses and limits of liability shall apply in any action against Carrier arising out of or related to carriage under this Bill of Lading whether the action be founded in contract or in tort.

23. Validity. The terms of this Bill of Lading are intended to be separate and if, for any reason, any one or more of them shall be held invalid or unenforceable, in whole or in part, it is agreed that the same shall not be held to affect the validity or enforceability of any other covenant in this Bill of Lading. The terms and conditions of this Bill of Lading supersede any other agreements with respect to carriage of Goods. No servant or agent of Carrier shall have power to waive or alter any of the terms herein unless such waiver or alteration is in writing and is specifically authorized or subsequently ratified in writing by Carrier.

24. Carrier Affiliates, Agents and Sub-contractors.

(a) Carrier's affiliated companies, including but not limited to C.H. Robinson Europe B.V. ("Affiliates"), as well as third party agents authorized by and working on behalf of Carrier ("Authorized Agents"), may issue this Bill of Lading to effect the transport contemplated by such Affiliates and/or Authorized Agents and will possess the same rights and protections under these terms and conditions afforded Carrier.

(b) Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, stowage, warehousing, handling and all duties whatsoever undertaken by Carrier in relation to Goods and thereby subject Goods to other agreements, including physical carrier bills of lading.
(c) Himalaya Clause: For the purposes and subject to the provisions of this Bill of Lading, Carrier shall be responsible for the acts and omissions of any participating carrier, master, servant, agent, independent contractor, subcontractor, insurer or any other person engaged or employed by Carrier (collectively, "Protected Parties") in the performance of the contract evidenced by this Bill of Lading. Merchant undertakes that no claim or allegation shall be made against any Protected Party or vessel whatsoever, other than Carrier. If any claim or allegation should nevertheless be made against any Protected Party, Merchant agrees to indemnify and hold harmless Carrier against all consequences thereof. Without prejudice to the foregoing, all defenses and limitations of Carrier shall be available to all Protected Parties, and Carrier makes use for the performance of this contract. For this purpose, this contract shall be deemed to have been made on behalf of any such Protected Party, and such Protected Party shall be a party to this Bill of Lading. In no event shall the aggregate of the amounts recoverable from Carrier and any other Protected Party exceed the limits established in this Bill of Lading.

25. Surrender and Negotiability of Bill of Lading. This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to Goods and the holder in due course shall be entitled to receive or to transfer Goods herein described. If required by Carrier, the Bill of Lading, duly endorsed, must be surrendered to the agent of Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of Carrier's receipt of Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.