

BILL OF LADING

Received by the carrier from the shipper in apparent good order and condition unless otherwise indicated here in the Goods or the container (s) or package (s) said to contain the cargo here in mentioned, to be carried subject to all the terms and conditions appearing on the face and back of this Bill of Lading by the vessel named here in or any substitute at the Carrier's option and or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown here in and there to be delivered unto order or assigns. If required by the Carrier, this Bill of Lading duly endorsed must be, surrendered in exchange for the Goods or delivery order.

In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back here of, whether written, typed, stamped or printed, as fully as if signed by the Merchant, any local custom or privilege to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the Goods are superseded by this Bill of Lading.

In witness where of the undersigned, on behalf of PT. Meratus Line the Master and the owner of the Vessels, has signed the number of Bill (s) of Lading stated below all of this tenor and date, one of which being accomplished, the others to stand void.
(Terms of Bill of Lading continued on the back hereof).

1. (Definitions) The following words both on the face hereof have the meaning hereby assigned. (a) "Carrier" means " PT. Meratus Line" who performs the sea carriage of the Goods as stated on the face hereof, and the vessel, her owner, and demise charterer whether acting as carrier or bailee. (b) "Merchant" includes the shipper, consignor, consignee, owner and receiver of the Goods and the holder of this Bill of Lading. (c) "Goods" mean the cargo described on the face of this Bill of Lading and, if the cargo is packed into container (s) supplied or furnished by or on behalf of the Merchant include the container (s) as well. (d) "Vessel" includes vessel ship, craft, lighter or other means of transport which is or shall be substituted, in whole or in part, for the vessel named on the face hereof.

2. (Clause Paramount) (1) This Bill of Lading shall have effect subject to the provisions of article I to VIII inclusive of the International Convention to the Unification of Certain Rules relating to Bill of Lading at Brussels of August 25, 1924 (herein after called the Hague Rules), which shall be deemed to be incorporated herein and nothing herein contained shall be deemed a surrender by the Carrier of any rights and or immunities under the said Hague Rules. The monetary units mentioned in the Hague Rules and in this Bill of Lading are to be taken to be lawful currencies of the countries concerned. (2) In so far, as shipments coming within the compulsory provisions of any law in force at the place of shipment or at the place of delivery giving legal force with or without modifications to the said Hague Rules, this Bill of Lading is to have effect subject to the said provisions as if they were inserted herein, verbatim, and if any stipulations herein shall wholly or in part contravene the said provisions, this Bill of Lading shall be read as if said stipulations (but only to the extent that it shall so contravene and no further) were deleted here from.

3. (Governing Law and Jurisdiction) The contract evidenced by and contained in this Bill of Lading shall be governed by the Law of Indonesia except it may be otherwise provided herein, and any actions thereunder shall be brought before the Domestic Court in Surabaya Indonesia.

4. (Limitation Statutes) Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any countries.

5. (Sub Contracting : Exemptions and Immunities of Servants, Agents and Sub-Contractors) 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 Carrier in relation to the Goods. The Merchant shall indemnify the Carrier against claims which may be made upon the Carrier by any servant, agent or sub-contractor of the Carrier in relations to the claim against any such person made by the Merchant. Without prejudice of foregoing, every such servant, agent and sub-contractor shall have the benefit of all provisions herein for the benefit of the Carrier as if such provision were expressly for their benefit ; and in entering into this contract the Carrier to the extent of those provision, does so not only on his own behalf but also as agent and trustee for such servant, agents and sub-contractors.

6. (Route of Transport) (1) The Goods may, at the Carrier's absolute discretion, be carried as a single shipment or as several shipments by the vessel and or any other means of transport by land or air and by any route whatsoever, whether or not such route is the direct advertised or customary route. (2) The vessel shall have liberty to call and / or stay at any port (s) or place (s) in or out of the direct advertised or customary route, once or more often and it may order backwards or forwards, and or to omit calling at any port (s) or place (s) whether scheduled or not. (3) The vessel shall have liberty to, either with or without the Goods on boards, and before or after proceeding toward the port of discharge, adjust compass and other navigational instruments, make trial trips or tests, dry dock, go to repair yard, shift berth, take in fuel or stores, embark or disembark any person (s), carry contraband, explosives, munitions, war like stores and hazardous cargo, sail with or without pilots, tow or be towed, and save or attempt to save live or property. (4) Any action taken by Carrier under this article shall be deemed to be included within the contractual carriage and such action or delay resulting therefor shall not be deemed to be a deviation, should the carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, right immunities contained in this Bill of Lading.

7. (Responsibility) (1) The Carrier shall not be responsible for loss of or damage to the Goods occurred before receipt of the Good 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. (2) In case : it is established by the Merchant that loss of or damage to or in connection with the Goods occurred during the period from the receipt by the Carrier at the place of receipt or port of loading to the delivery by the Carrier at the port of discharge or place of delivery, the Carrier shall, subject to the provisions of this Bill of Lading, be responsible for such loss or damage to the extent following but not further – (i) With respect to loss or damage occurred during the period from the time when the Goods arrived at the terminal at the port of loading to the time when they left the sea terminal at the port of discharge and also occurred during any previous or subsequent period of carriage by sea or inland waterways, to the extent prescribed by the Hague Rules as provided for in Article 2 hereof ; or (ii) Loss or damage incurred during handling storage or carriage by sub-contractor or agent of the Carrier shall be deemed to have occurred in the course of carriage by water and the Carrier shall be responsible to the extent of the Hague Rules (iii) Notwithstanding article 7 (ii) hereof, the Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use and the Carrier shall not be responsible for any direct or indirect loss or damage which is caused through delay (iv) The column "Final Destination" on the face

hereof is solely for the purpose of the Merchant's reference and the Carrier's responsibility in respect to the Goods shall in all cases cease at the time of delivery of the Goods at the port of discharge or place of delivery.

8. (Liberties) (1) In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport, which in the judgement of the Carrier (including for the purpose of this Article any person charged with transport or safekeeping of the Goods),(i) has given or is likely to give rise to danger, injury, loss, delay or disadvantage of whatsoever nature to the vessel, a vehicle, the Carrier, any persons, the Goods, any property ; or (ii) has rendered it in any way unsafe, impracticable or unlawful or against the interest of the Carrier or the Merchants to commence or continue the transport or to discharge the Goods at the port of discharge or to deliver the Goods at the place of delivery by the route and in the manner originally intended by the Carrier, the Carrier (a) at any time shall be entitled to unpack the container (s) or otherwise dispose of the goods in such way as the Carrier may deem advisable at the risk and expense of the Merchants, and / or (b) 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 delivery of them and upon his failure to do so, to warehouse or place them anywhere at the risk and expense of the Merchant, and / or (c) 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 (d) 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 which was 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 (c) or (d) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter be free from any responsibilities hereunder (2) If, after storage, discharging or any actions according to preceding paragraph, the Carrier make arrangement to store and / or transit 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 upon demand all extra freight, charges and extra expenses thereby incurred (3) The situation referred to in paragraph (1) above shall include , but shall not be limited to those caused by the existence or apprehension of war, declared or undeclared, hostilities , war like or belligerent acts or operations, riots, civil commotions or other disturbances ; closure of, obstacle in or danger to any port or canal, blockade, prohibition of or restriction on commerce or trading; quarantine, sanitary, or other similar regulations or restriction, strikers, lock outs or other labour troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors, congestion of port, wharf, sea terminal or any other place, shortage, absence or obstacles of labour or facilities for loading, discharge, delivery or other handling of the Goods epidemics or disease, bad weather, shallow water, ice, landslip or other obstacles in navigation or haulage (4) The Carrier in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, regulations, recommendations or suggestion as to departure, arrival, route, port of call, stoppage, loading, discharging, handling, destination, delivery, quarantine, or otherwise, howsoever given by any government, public, authorities or department thereof by any person acting or purporting to act with authority of such government, public authorities or department thereof be any committees or person having, under the terms of any insurance on the vessel, the right to give such order, regulations, recommendations or suggestions. If by reason of and / or in compliance with any other directions, regulations, recommendations or suggestions

anything is done or is not done, the same shall be deemed to be included within the contractual carriage and shall not be deemed to be a deviation.

9. (Unknown clause) Any reference on the face hereof to marks, number, description, quality, gauge, weight, measure, nature, kind, value and any other particulars of the Goods is as furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. He warrants to the Carrier that the particulars furnished by him are correct and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties, and fires arising or resulting from inaccuracy thereof.

10. (Use of Containers) where the Goods receipt of which is acknowledged on the face of this Bill of Lading are not already packed into container (s) at the time of receipt, the Carrier shall be at liberty to pack and carry them in any type of container (s).

11. (Carrier's Container) (1) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's container (s) and other equipment (s) which occurs while in the possession or control of the Merchant, his agents or Inland Carriers engaged by or on behalf of the Merchant.

12. (Container Packed by Merchant) If the cargo received by the Carrier in Container (s) into which contents have been packed by or on behalf of the Merchant. (1) This Bill of Lading is prima facie evidence of the receipt only of the number of container (s) as shown on the face hereof, and the order and condition of contents and any particulars thereof (including marks and numbers, number and kind of packages or prices, description, quality, quantity, gauge, weight, measure, nature, kind and value) are unknown to the Carrier, who accepts no responsibility in respect thereof, and (2) the Merchant warrants that the stowage of the contents of container (s) and their closing and sealing are safe and proper and also warrants that the container (s) and contents thereof are suitable for handling and carriage in accordance with the terms hereof including Article 15 ; in the event of the Merchant's breach of said warranties, the Carrier shall not be responsible for any loss of or damage to or in personal injury or the consequences of any other accidents or events whatsoever and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier on account of the said accidents or events, and (3) the Merchants shall inspect the container (s) when the same are furnished by or on behalf of the Carrier, and they shall be deemed have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier, and (4) if the container (s) are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the container (s), and (5) the Carrier shall be at liberty to open the container (s) and to inspect the contents of the container (s) without notice to the Merchant at such time and place as the Carrier may deem necessary and all expenses incurred therefrom shall be borne by the Merchant. (6) In case the seals of container (s) are broken by the customs or other authorities for inspection of its contents, the Carrier shall not be liable for any resulting loss, damages or expenses.

13. (Special Container) (1) The Carrier shall not undertake to carry the Goods in refrigerated, heated, ventilated or any other special container (s), not to carry container (s) packed by or on behalf of the Merchant as such ; but the Carrier will treat such Goods or container (s) only as ordinary goods or dry container (s) respectively, unless special arrangements for the carriage of such Goods or container (s) have been agreed to in writing between the Carrier and the

Merchant and unless such special arrangement are noted on the face of this Bill of Lading and unless special freight as required has been paid. The Carrier shall not accept responsibility for the function of special container (s) supplied by or on behalf of the Merchant. (2) As regards the Goods which have been agreed to be carried in special container (s) the Carrier shall exercise due diligence to maintain the facilities of the special container (s) while they are in his actual custody and control, and shall not be liable for any kind of loss of and damage to the Goods caused by latent defects derangement or breakage of the container (s). (3) If the Goods have been packed into refrigerated container (s) by the Carrier and the particular temperature range requested by the Merchant is inserted in Bill of Lading, the Carrier will set the thermostatic control within the requested temperature range, but does not guarantee the maintenance of such temperature inside the container (s). (4) If the cargo received by the Carrier is refrigerated container (s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly 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 (s).

14. (Dangerous Goods, Contraband) (1) The Carrier undertakes to carry the Goods of the explosive, inflammable, radioactive, corrosive, damaging, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's 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 together with the full names and addresses of the shipper and the consignee. (2) The Merchant shall undertake that the nature of the Goods referred to in the preceding paragraph is distinctly permanently marked and manifested on the out side of the package (s) and container (s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier. (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the paragraph (1) or (2) above or the Goods are found to be Contraband or prohibited by any laws or regulations of the port of loading, discharging or call or any place or waters during the transport, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard and discharged or other wise disposed of at the Carrier discretion without compensation 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. (4) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the preceding paragraph whenever it is apprehended that the Goods received in compliance with paragraph (1) and (2) above become dangerous to the Carrier, Vessel, cargo and person and / or other property. (5) The Carrier has the right to inspect the contents of the package (s) or container (s) at anytime anywhere without the Merchant's agreement but only at the risk and expenses of the Merchant.

15. (Deck Cargo) (1) The Carrier has the right to carry the Goods in container (s) under or on deck. (2) 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, any customs to the contrary notwithstanding. The Goods so carried shall be subject to the Hague Rules as provided for in Article 2 hereof, and the stowage of such Goods shall constitute under deck stowage for all purpose including general average. (3) The Carrier shall not be liable in any capacity whatsoever for any non-delivery or mis-delivery, any delay or loss of or damage to the Goods which are carried on deck and specially stated herein to be so carried whether or not caused by the Carrier's negligence or the vessel's un seaworthiness.

16. (Live Animals and Plants) The Carrier shall not be responsible for any accident, disease, mortality , loss of or damage to live animals, birds, reptiles and fish and plants arising or resulting from any cause whatsoever including in the Carrier's negligence or the vessel's un seaworthiness and shall have the benefit of all the provisions of this Bill of Lading except those inconsistent with the provisions of this Article.

17. (Valuable Goods)The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewellery, precious stones, precious metals, radioisotopes, precious chemicals, bullion, specie, currency, negotiable instruments, securities, winnings, documents, pictures, embroideries, work of art, curious, heirlooms, collections, of every nature or any other valuable Goods whatsoever including Goods having particular value only for the Merchant, unless the true 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 this Bill of Lading and advalorem freight has been prepaid thereon.

18. (Heavy Lift) (1) The weight of a single piece or package exceeding 2.240 lbs. Gross must be declared by Merchant in writing before receipt by the Carrier and must be marked clearly and durably on the out side of the pieces or packages in the letters and figures not less than two inches high. (2) In case of the Merchant's failure in his obligations under the preceding paragraph, the Carrier shall not be responsible for any loss of or damage to any property or for personal injury arising as result of the Merchant's said failure and shall indemnify the Carrier against any kinds of loss or liability suffered or incurred by the Carrier as a result of such failure.

19. (Delivery by Marks) (1) The Carrier shall not be liable for failure or delay in delivery in accordance with marks unless such marks shall have been clearly and duly stamped or marked upon the Goods, package(s) and container (s) by the Merchant before they are received by the Carrier in the letters and numbers not less than two inches high, together with names of the port of discharge and place of delivery. (2) In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks. (3) The Merchant warrants to the Carrier that the marks on the Goods, package (s) correspond to the marks 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, penalties and fines arising or resulting from incorrectness or incompleteness thereof. (4) Goods which cannot be identified as to marks and numbers, cargo seeping, liquid residue and any unclaimed goods or otherwise, on proportion to any apparent shortage, loss of weight or damage, and such goods or parts thereof shall be accepted as full and complete delivery.

20. (Delivery) (1) The Carrier shall have the right to deliver the Goods at any time 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. (2) In any case the Carrier's responsibility shall cease when the Goods have been delivered to the Merchant or inland Carriers or any other person entitled to receive the goods on his behalf at the place designated by the Carrier. Delivery of the goods to the custody of customs shall constitute final discharge of the Carrier's responsibility hereunder. (3) In case the cargo received by the Carrier is container (s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for the delivery to the total number of container (s) shown on the face hereof, and shall not be required to unpack the container (s) and deliver the contents thereof in accordance with brands, marks, number sizes or types, provided, however, that at the Carrier's absolute discretion and upon the Merchant's demand in

writing reaching the Carrier at least 3 days prior to the scheduled date of arrival of the vessel at the port of discharge concerned, container (s) may be unpacked and the contents thereof may be delivered by the Carrier to one or more receivers in accordance with the written instructions, in which case if the seal of the container (s) is intact at the time of unpacking, all the Carrier's obligations hereunder shall be deemed to have been discharged and the Carrier shall be liable for an appropriate adjustment of the freight and any additional charges incurred. (4) In case the Goods have been packed into container (s) by the Carrier, the Carrier shall unpack the container (s) and deliver the contents of the container (s). (5) Optional delivery shall be granted only when arranged prior to the time of receipt of the Goods and so expressly provided herein. The Merchant desiring to avail himself of the option so expressed must give notice in writing to the Carrier at the first port of call of the vessel named in the options at least 48 hours prior to the vessel's arrival there, otherwise the Goods shall be landed at any of the optional ports at Carrier's option and the Carrier's responsibility shall then cease.

21. (Transshipment and Forwarding) (1) Whether arranged beforehand or not, the Carrier shall be at liberty without notice to carry the Goods wholly or partly by the named or any other vessel (s), craft or other means of transport by water, land or air, whether owned or operated by the Carrier or others. The Carrier may under circumstances whatsoever discharge the goods or any part thereof in any port or place for transshipment and store the same or load ashore and then forward by any means of transport. (2) In case the Goods specified herein cannot be found at the port of discharge or place of delivery or if they be miscarried then, when found, it 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.

22. (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 Vessel, unless caused by the actual fault or privity of the Carrier.

23. (Lien) (1) The Carrier shall have a lien on the Goods which shall survive delivery, for all freight, dead freight, demurrage, damages, loss, charges, expenses and any other sum whatsoever payable by or chargeable to or for the account of the Merchant under this Bill of Lading and any contract preliminary hereto and the cost and expenses of recovering the same, and may sell the Goods privately or by public auction without notice to the Merchant. 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 deficit from the Merchant. (2) If the Goods are unclaimed during the reasonable time, or whenever in the Carrier's opinion, the Goods will become deteriorated, decayed, or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibility attaching to himself, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

24. (Freight and Charges) (1) Freight may 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 as furnished by him, at the time of receipt of the Goods by the Carrier, but the Carrier may, for the purpose of ascertaining the actual particulars at any time, open the container (s) and or package (s) and examine contents, weight, measure and value of the Goods at the risk of expense of the Merchant. In case of incorrect declaration of the contents, weight, measure or value of the Goods, the Merchant shall be liable for and bound to pay the Carrier (a) the balance of freight between the freight charged and that which would have been due had the correct details been given, plus (b) as and by way of

liquidated and ascertained damages, a sum equal to the correct freight (2) Full freight to the port of discharge or place of delivery named herein shall be considered as completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. The Carrier shall be entitled to all freight, whether the freight be stated or intended to be prepaid or to be collected at destination. The Carrier shall be entitled to all freight and other charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the Vessel and / or the Goods be lost or not, or the voyage be broken up or frustrated or abandoned at any stage of the entire transit. Full freight shall be paid on damage or unsound Goods (3) The payment of freight and / or charges shall be made in full and in cash without any offset, counterclaim or deduction. Where freight is payable at the port of discharge or place of delivery, such freight and all other charges shall be paid in the currency named in this Bill of Lading, or at Carrier's option in other currency subject to the regulations of the freight conference concerned or customs at the place of payment (4) 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 by the Carrier through such taking away or dispose. If Goods are not available when the vessel is ready to load, the Carrier is relieved of any obligation to load such Goods and the vessel may leave the port without further notice and dead freight shall be paid by Merchant (5) The Merchant shall be liable for and indemnify the Carrier against all dues, duties, taxes, and charge including consular fees levied on the Goods, or all fines and / or loss sustained or incurred by the Carrier in connection with the Goods however caused, including the Merchant's failure to comply with laws and regulations to any government or public authorities in connection with the Goods or to procure consular, Board of Health or other certificate to accompany the Goods. The Merchant shall be liable for return freight and charges on the Goods refused exportation or importation by any government or public authorities. If the Carrier is of the opinion that the Goods stand in need of sorting, inspecting, mending, or repairing or reconditioning or otherwise require protecting or caring for, the Carrier may carry out such works at the cost and expense of the Merchant. The Merchant authorizes the Carrier to pay and / or incur all such charges and expenses and to do any matters mentioned above at the expense of and as agents for the Merchant and to engage other persons to regain or seek to regain possession of the Goods and do all things deemed advisable for the benefit of the Goods (6) The shipper, consignee, owner of the Goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for performance of the obligation of each of them hereunder.

25. (Notice of Claim and Time for Suit) (1) 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 or place of delivery 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 (2) In any event the carrier shall be discharged from all liability in respect of non – delivery, misdelivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

26. (Limitation of Liability). (1) All claims for which the Carrier may be liable shall be adjusted and settled on the basis of the Merchant's net invoice cost, plus freight and insurance premium, if paid. In no event shall the Carrier be liable for any loss of profit or any consequential loss. (2) As far as the loss of or damage to or in connection with the Goods occurred during the part of the carriage to which the Hague Rules shall apply, the Carrier shall not be liable for loss or damage in an amount exceeding 100.00 British Sterling per package or unit, unless the value of the Goods higher than this amount has been declared in writing by the Merchant before receipt

of the Goods and inserted in this Bill of Lading together with the nature thereof and extra freight has been paid as required. If the actual value of the Goods per package or unit exceeds such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value. Any partial loss or damage shall be adjusted pro rata on the basis on such declared value. In case the declared value is markedly higher than the actual value, the Carrier shall in no event be liable to pay any compensation.

27. (General Average, New Jason Clause) (1) General average shall be adjusted, stated and settled at Jakarta or any other port or place at the Carrier's option according to the York Antwerp Rules, 1974, and as to matters not provided for by these Rules, according to the laws and usages of the port or place of adjustment and in the currency selected by the Carrier. The general average statement shall be prepared by the adjusters appointed by the Carrier. Average agreement or bond and such cash deposit as the Carrier may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon and any other additional securities as the Carrier may require shall be furnished by the Merchant to the Carrier before delivery of the Goods. The shipper by accepting this Bill of Lading expressly waives and renounces Articles 700 of the Code of Commerce of Indonesia. (2) In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant shall jointly and severally contribute with the Carrier in general average to the payment of any sacrifices, loss or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving ship belonged to strangers.

28. (Both to Blame Collision) (1) 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 servant 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 might be incurred directly or indirectly to the other or non-carrying ship or her owners insofar 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 the owner thereof. The foregoing provision 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 to a collision or contact. (Local Clause) In case this Bill of Lading covers the Goods moving to or from the U.S.A and if it shall be adjudged that the Hague Rules do not apply this Bill of Lading. (1) Article 16 and Article 15(3) hereof shall be replaced by the following terms, "With respect to live animals, birds, reptiles and fish and plants and the Goods carried on deck and stated herein to be so carried, all risk of loss or damage by perils inherent in or incidental to such carriage shall be borne by the Merchant, but in all other respect in connection with the custody and carriage of such Goods, the Carrier shall have the benefit of the provision of the Carriage of Goods by Sea Act, 1936 of the U.S.A. notwithstanding Section 1(c) thereof, and of all the terms and condition of the Bill of Lading except those inconsistent with the provision of this Article". And (2) the word "100.00 British Sterling" in Article 26 hereof shall be substituted by the words "\$500 lawful currency of the U.S.A." and (3) Article (ii) hereof shall be replaced by the following terms, "Save as covered by (i) above, with respect to loss or damage occurring during the handling, storage or carriage of the Goods by a sub-contractor or agent of the Carrier, to the extent to which sub-contractor or agent would have

been liable to the Merchant if he had made a direct and separate contract with the Merchant in respect of such handling, storage or carriage, provided, however, that if it is not approved or authorized under any applicable laws, rules or regulations for the Carrier to undertake such handling, storage or carriage under his own responsibility, the Carrier shall only be liable for procuring such handling, storage, carriage by carriers or any person authorized by competent governmental agencies to engage therein and for guaranteeing the performance thereof by such carriers or persons under their contracts and tariffs.”

29. (Carriage of Metal Product, Lumber, Bulk, Fluids). (A) The terms “apparent good order and condition” when used in this Bill of Lading does not mean (1) with reference to iron, steel or metal products, that the Goods when received were free from visible rust or moisture; (2) with reference to lumber, plywood or other wood products, that the Goods when received were free from visible stains, discoloration, moisture, shakes, holes, breakage, or splitting. If the Merchant so requests, a substitute Bill of Lading will be issued setting forth any notations as to the foregoing that may appear on the mate’s or tally clerk’s receipts or similar document. (B) When oil or other fluids are carried in bulk in the Vessel’s tanks, they shall be pumped into and out of the Vessel at the risk and expense of the Merchant, all appliances for putting in and taking out the fluid will be provided by the Merchant, the Vessel will furnish steam for discharge if required, and the pumping out of the Vessel’s tanks shall be deemed as a complete delivery of all or other fluid delivered to the Vessel with respect to such cargo, the Carrier shall not be liable for evaporation, or other loss in weight, volume or contents. Notwithstanding any provision in this Bill of Lading to the contrary in the case of agreements or freight engagements for the transportation of liquid goods in bulk, the terms of the Bill of Lading in addition to the terms of said agreements or said freight engagements shall guide the relation between Carrier and the Merchant. If there is any conflict between the terms of said agreements or freight engagement with this Bill of Lading, the terms of this Bill of Lading shall govern.

30. (Intermodal Transportation). (A) This Bill of Lading may be issued for Intermodal Transportation in any country, when issued, custody and carriage of the Goods by an inland Carrier are subject to relevant laws, regulation and tariffs applicable to the inland Carrier when it receives the Goods. (B) Claims against an inland Carrier for each of loss or damage shall be given, and suit commenced, as provided in the inland Carrier’s applicable Bill of Lading.