# GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

ans the party in whose name and on whose behalf this Bill of Lading has been issued, as provided on the face of this

"HOLDER"

ordurient, the party in Nucleor enter all on of whose behalf into Bell of Laby preson owing or entitled to the possession of the goods or representations and anyone setting and largone setting and setting and largone setting or obstitute of such person.

The presentance of the first being in possession of the original of this Bill of Lading to whom the property in the goods not be passed on or by reason of the consignment of the goods or by the endorsement of this Bill of Lading or otherwise; means the whole or any part of the cargo received from the Merchant for shipment and includes any container, trailer, transportable tank, list or pallet or any similar article used to consolidate goods; includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading; includes any container, trailer, transportable tank, list or pallet or any similar article used to consolidate goods; includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading; includes viewed, shipler, cardity, lighter/s or other conveyance's which is/are or shall substitute in all or in part the vessel named in the box "vessel" on the face of this bill of lading; means the handing over of the goods to the Carrier, his Agents or Servents when a place of acceptance is mentioned.

"CONTAINER" "FREIGHT" "VESSEL"

"ACCEPTANCE"

"DELIVERY"

mentioned:
means the handing over of the goods by the Carrier, his Agents or Servants to the Merchant or his Agents when a place of delivery is mentioned on the reverse side of this bill of lading or the discharge of the goods under tackle at the port of discharge, subject to the provisions of clause 7 below.

Law and principation:

and all eligible mentioned on the reverse side of this bill of lading or the discharge of the goods under tackle at the port of discharge, subject to the provisions of clause 7 below.

2) Law and jurisdiction: Any and all claims and/or disputes arising under the contract of carriage evidenced by this Bill of Lading or in connection therewith shall be brought before and determined by the Courts of Naples to the exclusion of any other Court and in accordance with the law of Italy, unless otherwise provided herein. The Carrier, however, reserves the right to take legal action against the Merchant and/or the Holder as well at any other Countered town.

Consided herein. The Carrier, however, reserves the right to take legal action against the investment of the Carrier however, reserves the right to take legal action against the investment of the Carriage to or from the United States, evidenced by this Bill of Lading or in connection therewish, shall be brought before and determined by the Fadderal Court of New Jersey in Newsich, the Carrier however reserves the right to take action against the Merchant and/or the Holder as well, at any Competent Court and in any jurisdiction they or their assets have can be found. This bill of lading shall have effect subject to the provisions of U.S. COSSA and in the Provisions of the Provisions of U.S. COSSA are incorporated herein and shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge, including for narran carried on deck.

3) Period of responsibility:
The Carrier, his agents or servants shall not be liable for loss of or damage to the goods, before acceptance (and in any case before loading on the first vessel on which the goods are loaded unless the contrary is expressly stated on the reverse side of this Bill of Lading) and after delivery. Acceptance and Delivery of the goods shall be construed in accordance with clause 1 above. The Carrier shall under no circumstance be liable for any loss or detertion of or damage to goods howsoever caused, arising at the time when the goods are no more in the actual custody of the Carrier, his agents or servants. For this purpose, the goods will not be in the actual custody of the Carrier, his agents or servants wherever the goods are required to be discharged and reloaded in ports or routes under Port Authorities or Government requirements. The Carrier does not undertake that the goods shall are also part of discharge or a the place of delivery at any particular time or to meet any perticular mental or use save as provided in deucase 5. The consequence of a delayed delivery of the goods.
4. Carrier's responsibility.

a) Port to Port shipment
Where the carriage evidenced by this Bill of Lading is a port to port shipment, the liability of the Carrier (if any) for loss of or damage to the goods occurring during the period the goods are in the custody of the Carrier, his Agents or Servants, shall be determined in accordance with Haquer-Vish Pulse (as contained in the International Convention of the Unification of Certain Pulse relating to Bills of Lading dated Brussels, 25 August 1924 amended by the Protocols of 23 February 1968 and 21 December 1979) or with the Italian Code of Navigation whichever shall be applicable according.

Italian Law.
see and to the extent that a specific contractual arrangement between the Carrier and the Merchant, or any court decision (whether in contract, t bailment or otherwise) extends the Carrier's period of responsibility to all or any part of the period before loading or of the period after discharge funding cargo misdellivery, then Carrier shall rely on all benefits, rights, defences, immunities, limitations and liberties as provided in the Hague-Visby see or in the Hallan Code of Navigation during such additional period of responsibility, despite that the loss, damage or misdelivery did not occur.

- Combined Iransport: withstanding anything provided for in clause 5 and 6 of this Bill of Lading, and subject to clause 20: If it can be proved where the loss of or damage to the goods occurred, the Carrier and the Merchant shall, as to the liability of the Carrier, be entitled to require such liability to be determined by Italian Law, notuding any International Convention applicable to the single leg of carriage entitled to require such liability to be determined by Italian Law, notuding any International Convention applicable to the single leg of carriage
- ording to Italian Law.

  If other cases where it cannot be proved where the loss or damage has occurred, the loss of or damage to the goods shall be deemed to have unred during the carriage at sea and the applicable law will be determined in accordance with Hague-Visby Rules or with the Italian Code of vigation whichever shall be applicable according to Italian Law.

c) U.S. Trade Route:
For Port to Port shipments and/or Combined Transports under the contract of carriage to or from the United States, this bill of lading shall take effect subject to the provisions of the U.S. Carriage of Goods by Sea Act, 1936 (U.S. COGSA) insofar as it is compulsorily applicable.
Further, it is agreed that COGSA, including all its limitations and defenses, and the U.S. Pomerene Act, 1916, shall apply by contract to all shipments too or from the United States.

year the rit is agreed that COSA, including all its limitations and operations.

There is it is agreed that COSA, including all its limitations and operations. The camer may at any time and without notice to the Merchant:

10 use any means of transportation or stowage whatsoever;

21 transfer the goods from one conveyance to another, including, but not limited to, transhipping or carrying the same on other vessels than those named on the face hereof or by any other means of transportation whatsoever;

22 unpack and remove goods which have been stowed into containers and forward the same in other container/containers or otherwise.

23 unpack and remove goods which have been stowed into containers and forward the same in other container/containers or otherwise.

24 proceed or order vessel to proceed by any route in his discretion (whether or not the nearest or most direct or geographic as customary or advertised route) and proceed to rist any place or port visitscerve or or more often and in any order;

25 load or unload the goods at any place or port whatsoever once or more often and in any order;

26 load or unload the goods at any place or port what stowed the goods at any place or port of whether or not any such port is named overleaf as the port of loading or purporting to act as or on behalf of such Covernment or Authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give such order or recommendations;

27 permit the vessel to proceed with or without plot, to two or to be towed or to be drydocked.

The liberties set out in sub clause a) above may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the carriage of the goods, including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any person, including but not limited to persons involved with the operation or maintenance of the vessel and assesting other vessels in all situations; anything done in accordance with a gevanion. By tendering goods for carriage without any written request for carriage in a specialized container or for carriage otherwise than in a contai Merchant accepts that carriage may properly be undertaken in a general purpose container and relieves the Carrier from any consec

therefrom.

Subcontracting
The Carrier shall be entitled to subcontract on any terms the whole of or any part of the carriage, loading, unloading, storing, warehousing, handling and any or all duties whatsoever undertaken by the carrier in relation to the goods.
The Merchant undertakes that no claim or allegation shall be made against any servant, agent or subcontractor of the Carrier which imposes or attempts to impose upon any of them or any vessed owned by any of them any labelity whatsoever in connection with the goods and if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent or subcontractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit, and, in entering into this contract the Carrier to the extent of those provisions does so not only on its own behalf but also as agent and trustee for such servant, agent or subcontractor. The expression "subcontractor and their respective servants and the such as a contract the Carrier to the extent of those provisions does so not only on its own behalf but also as agent and trustee for such servant, agent or subcontractor. The expression "subcontractor and their respective servants and the such as a contract the carrier to the extent of the carrier to the extent of these provisions does not only on its own behalf but also as agent and trustee for such servant, agent or subcontractor and their respective servants and the such as a contract the carrier to the extent of the carrier of th

and buses of sub-contractor in this clause shall include direct and indirect subcontractors and their respective servains and agents. The expression "subcontractor" in this clause shall include direct and indirect subcontractors and their respective servains and agents. It amy time the contract of carriage evidenced by this Bill of Lading is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage any lend fother their ninebilly of the goods or any part thereof to be safely or properly carried or carried further and howsoever arising (even though including any lend fother than inability of the goods or any part three for the safely or properly carried or carried putting and howsoever arising (even though including any lend of the safely and the sa

maximum period between such removal and the forwarding or the godos to the place or interruped between year one one of the such as the suc

- The currier state to remain or which the container has been filled, packed, stuffed or stowed; or

  1) the manner in which the container has been filled, packed, stuffed or stowed; or

  2) the unsuitability of the goods for carriage in containers or

  3) the unsuitability or defective condition of containers provided that, where the container has been provided by or on behalf of the Carrier this

  sub-paragraph 3) shall only apply if the unsuitability or defective conditions arise without any want of due diligence on the part of the Carrier or would have been apparent upon reasonable inspection by the Merchant of the prior to the time when the container was filled, packed.

  The Merchant studied or stowed.

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- referred to in paragraph v), 3), the Merchant shall not be liable to indernify the Carrier in respect thereof unless both the provisions reterred to in the paragraph anaphy.

  The Merchant shall be liable for any damage and contamination to vessel, her tackle, apparel furniture and any other cargo loaded, caused by bad stowage and improper packing of goods inside any such container.

  Merchant's responsibility:

  Merchant shall be deemed to heve quaranteed to the Carrier the accuracy at the time of shipment of the marks, number, quality, quantity, responsible to the well-deemed to the Carrier than accuracy at the time of shipment of the marks, number, quality, quantity, inaccuracy in such particulars.

  The Merchant shall indemnify the Carrier against all losses, damages, fines and expenses arising or resulting from inaccuracy or inacdequary of such particulars or from any other cause in connection with the goods for which the Carrier is not responsible.

  The Merchant shall comply with all regulations or requirements of any Outsoms, port or any other Aurorities and shall bear and pay all duties, taxes, fines, imposts, expenses or charges (including ad valorem wharfage) or losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient making, numbering or addressing of goods and indemnify the Carrier in respect thereof.

  The Merchant also heeby agrees to incernify the Carrier against any other coats expenses that Customs.

  The Merchant also heeby agrees to incernify the Carrier against any other coats expenses that Customs and the carrier and the carrier against any customs fine and/or duse and/or any other coats expenses that Customs and the carrier against any customs fine and/or duse and/or any other coats expenses that Customs
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- container(s)/Trailer(s) in respect of particulars of goods declared by him on the Bill of Lading.

  Optional stowage and deck cargo:
  The goods may be stowed by the Carrier or his servants or agents in containers and/or any other means of transportation.
  Goods, whether or not packed in containers, may be carried on deck or under deck without notice to the Merchant and without need of a specific notation on the front of this Bill of Lading and all goods, whether carried on deck or under deck shall participate in General Average and shall be deemed to be within the definition of goods for the purposes of Hague Pulses or the Hague Visby Pulse as specified in clause 4) and shall be carried subject to those Pulses, whenever applicable.

  Notwithstanding sub clauses b) above in the case of goods which are stated on the face hereof as being carried on deck, and which are so carried, the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever and whatsoever arising.

Freight and charges:
Freight, whether actually paid or not, shall be considered as fully earned on receipt of the goods by the Carrier and not returnable, in any event, whether the vessel and/or goods arrives at her destination or whether she is lost on the voyage or whether due to force majeure she must return before reaching her destination, either due to stranding. Collision or any other cause or act of force majeure whatsoever which may cause the Carrier to discharge the goods in an intermedate port profts and also in the case of total or partial class or average to the goods. Freight and charges are always payable net and clear of any expenses at the place indicated overleaf, in no event shall the Merchant and/or the Holder have any rights of retention or vest off unless a countercleain is accepted in writing by the Carrier or determined by a final and briding Court.

ht and charges of whatever nature are payable at destination, they must be paid before taking delivery of the cargo or as may be agreed

When freight and charges of whatever nature are payable at destination, they must be paid before taking delivery of the cargo or as may be agreed with the carrier.

Save as provided in clause 9 (a), should it result from a check made by the Carrier that the declared weight or measurement of the cargo are less than that ascertained or that the contents belong to a higher Class or the Value of the goods has been incorrectly stated by the Merchant, as amount equal to double the Correct freight which would have been charged if the goods fauld been accurately excented or valued, as well as the agent shall be conclusive evidence for all purposes of the amount that would have been so charged.

The carrier shall have a lien on the Goods and any documents relating thereto and all sums payable to the Carrier under this contract and for any sums referred to overleaf including but not limited to freight, dead refight, cargo demunge and relevant extra detertions drespect on the carrier shall have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier shall be have a lien on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under any other contract. The Carrier shall be provided by Cause 12 or 20, whichever is applicable, may be claimed with the consent of the Charges or other compensation, higher than the direction of the Merchant to writing, which exceeds the limits dryn and these claimes has related in the Still of Lading and excepted by the Carrier and extra freight paid on such Velale. In such a case, the amount of the declared value shall substitute those limits. Any partiel loss of damage shall be adjusted for ror atto on the basis of such declared value.

The Merchant has the burden to arrange that any cargo tendered for transportation is packed, palletised, lashed and secured (as may be necessary) in a seasoworthy manner. The Carrier, in any event, has the exceptance and/or extra deadf

- Valuable goods: the the Carrier, his Agents or Servants, shall be liable for valuable goods unless the value thereof is declared in this Bill of Lading by Merchant and freight has been paid accordingly and also that such valuable goods shall have been suitably packed as follows: when packed in heaps, the same must be placed on the inside and sealed by sealing was or lead at the opening, when packed in wooden cases, the same must strongly relead finewer screwed) and iron strapped at the ends and opening, the seals entered deeply into the wood.

  Dangerous goods and contrabant.

  No goods which are or may become dangerous, inflammable or damaging (including radio-active materials or industrial or chemical waste of every nature) or which are or may become liable to damage any other property whatsoever shall be tendered to the Carrier of carriage without his express consent in writing, and without the container or any covering in which the goods are to be transported, and the goods being distinctly marked on their uoisde os as to indicate their nature and character, and so as to comply with any applicable laws, regulations or requirements relating to their transportation and carriage, if any such goods are delivered to the Carrier without such written consent or marking, or in the opinion of the Carrier the goods are or are liable to become of a dangerous, inflammable or damaging nature, the same yat any time be destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to freight.
- The Merchant undertakes that the goods will be packed on presentation in a manner adequate to withstand the ordinary risks of a combined carriage including storage at any intermediate port having regard to their nature and in compliance with all laws and regulations which may be applicable during carriage.

  Whenever goods are discovered to be contraband or prohibited by any applicable laws or regulations, the Carrier, his servants and agents shall, at their absolute discertion, be at lither to jettisms, land, distertor or otherwise dispose of such goods. The Carrier shall not be liable to compensate the Merchant and the Merchant will be obliged to indemnify the Carrier for any loss, expense, including fines which may be imposed by any authority, and costs incurred or sustained as a consequence of any breach of the provisions of this clause. The Merchant shall also indemnify the Carrier for all costs of fire extinghishing, precautions, if any, detention and storage charges as well as disposal costs in the event of goods being ordered to be discharged because of their drangerous nature.

  Nothing contained in this clause shall deprive the Carrier of any of his rights otherwise provided for.

Nothing contained in this clause shall deprive the Carrier of any of his ngnts ornerwise provided in the Refrigerated cargo:
The Merchant undertakes not to tender for transportation any goods which require refrigeration without previously giving written notice to the Carrier of the nature and practicular temperature range to be maintained. In the case of refrigerated containers packed by or on behalf of the Merchant, he further undertakes that the goods have been properly stowed in the container and its thermostatic controls have been adequately set by him just before acceptance of the goods by the Carrier. If the above requirements are not compiled with the Carrier shall not be liable for any loss of or damage to the goods howsoever arising.
The Carrier shall not be liable for any loss of or damage to the goods arising from latent defects, derangement, breakdown, stoppage of the refrigerating machinery, plant, insulation and/or any apparatus of the container, vessel, conveyance and any other facility, provided that the Carrier shall, before or at the beginning of the transportation, exercise due diligence in maintaining the same in a efficient manner. Refrigerated cargo carried in reefer containers shall be collected by consignees immediately upon discharge. The Carrier shall in no circumstances whatsever be lable for damage to the goods due to lack of or insufficient refigeration after the container has been discharged.

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whatsoever be liable for damage to the goods due to lack of or insufficient refigeration after the container has been discharged. pecial Delivery pecial Delivery provided that the pecial pecial Container Load and delivering same as Less than Container Load (FCLLCL) and/or for split pecial arrangements for receiving the goods as Europeanies of the goods, which are found descretion and on condition that the Carrier shall to be liable for any shortage, loss, damage or discrepancies of the goods, which are found uson destifining the container. The Merchant shall be pecial arrangements for receiving the goods as Less than Container Load and delivering them as Full Container Load (ICLFCL) shall be pecial arrangements for receiving the goods as Less than Container Load and delivering them as Full Container Load (ICLFCL) shall be periodically the containers of the pecial pec

Solution of the same of the same of signing by him that contained strates event has were in glocol order and containing him to sue.

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

Subject to sub-clause 3) below the Carrier shall be discharged from all liability under this Bill of Lading unless suit is brought and written notice thereof given to the Carrier within twelve months after deproded in the goods. In the case of lotal loss of the goods the period shall begin to run two temperatures of the product of the goods and the goods and the goods are set terminal at the port of lading to a CV or CFS in or immediately adjacent to the sea terminal at the port of lading to a CV or CFS in or immediately adjacent to the sea terminal at the port of discharge, the Carrier shall be discharged from all liability whatsoever in respect of the goods unless suit is brought within one year of their delivery or of the date when the goods should have been delivered.

Tracing of the goods

Carrier shall be a period of six months, from the date of the Vessel's arrival, for the purpose of tracing goods which eventually did not reach their

date when the goods should have been delivered.

Carrier shall have a period of six months, from the date of the Vessel's arrival, for the purpose of tracing goods which eventually did not reach their stitution. In the case of the Carrier thanking traced the goods which even misked, the Carrier shall have the right to redeliver the same even if legal coedings have already been commenced, provided that such proceedings are still to be concluded by a first Judgement. On receiving the said odes, the Merchant must abandon and discontinue absolutely, such legal proceedings without claiming reimbursement of any legal expenses. The river is not responsible for any other costs, expenses, or fine, as a result of the late delivery of the goods at destination.

Prohibition against abandonment of goods to the Carrier no case has the Merchant the right to bandon the goods middle and the goods and/or any qualify reasons, clearly in redelivery of for any reason whatsoever. In the event of abandonment, the Merchant shall liable for any and all cost, fines, storage or demurrage arising therefrom.

The amount of compensation in case of demange to some provided always that the Carrier is liability does not exceed \$4.103,62.p. per peckage or unit (in case the Italian Code of Navigation of the goods, provided always that the Carrier is liability does not exceed \$4.103,62.p. per peckage or unit (in case the Italian Code of Navigation or from the United Bates ports, or to or from the United States, ports, or to or from the United States ports, or to or from the United States

other indirect loss.

Defences and limitations for the Carrier
ing 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 applicable laws, statutes or regulations of any country,
defences and limitations of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss of or damage to the Goods
there the action be founded in contract or in tort.

The the action be founded in contract or in fort.

General Average
General Average shall be adjusted and settled at London or at any other port or place at the Carrier's option according to the York/Antwerp Rules
2016 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 genements or one and such cash
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the General Average statement shall be prepared by the adjusters appointed by the Carrier. Average genements or one and such cash
the General Average statement shall be prepared by the adjusters 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
nords.

contributions and any other additional escurities as the Cerner may require shall be furnished by the Merchant to the Carrier before delivery of the goods.

2) If the Carrier delivers the goods without obtaining security for the General Average contributions, the Merchant, by taking delivery of the goods undertakes personal responsibility to pay such contributions and to provide such cash deposit or other security for the ismated amount of such undertakes personal responsibility to pay such contributions as the Carrier shall require.

3) The Carrier shall be under no obligation to exercise any lien for any General Average contributions due to the Merchant.

4) In the event of accident, danger, carriage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or only, for within, or for the consequence of which, the Carrier is not responsible by statistic, contract or otherwise, the 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 the salving ship belonged to strangers.

23) Both to blame collision clause if the carrying ship comes into collision with another ship as a result of the negligence of that other ship or any act, neglect or default in the navigation of the carrying ship, the Merchant undertakes to pay to the Carrier or, where the Carrier is not the owner and in possession of the carrying ship, the Merchant undertakes to pay to the Carrier or carrying ship against all loss or liability to the Other carrying ship against all loss or liability to the Other carrying ship against all loss or liability to the Other carrying ship, and the some and/or demine charterer of the carrying ship against all loss or liability to the Other or one-carrying ship and her owners in so far as such to some and/or owner and/or owner and/or owner and/or owner and/or owner an

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it and conditions of the Carrier's applicable tariff concerning delivery at the terminal, handling and storage of goods before loading on the revessel and after discharge are to be considered as fully incorporated herein, retartation is drawn to the terms therein relating to demurages/detentions. Copies of the relevant provisions of the applicable tariff are lefton the Carrier or his Agents upon request, in case of inconsistency between this Bill of Lading and the applicable tariff, the terms of this