☒ **Northland Services, Inc.** ☐ **Aloha Cargo Transport**
Division of Northland Services, Inc.

B/L No. _____

P. O. Box 24527 • Seattle, WA 98124
(206) 763-3000 (800) 426-3113 Fax (206) 767-5579

BILL OF LADING ORIGINAL - NOT NEGOTIABLE

BILL OF LADING INSTRUCTIONS AS GIVEN BY SHIPPER OR HIS REPRESENTATIVE

DATE	BOOKING / PRO NO.	VESSEL AND VOYAGE NO.	CONTROL NO.
PORT OF LOADING	PORT OF DISCHARGE	DESTINATION	BEYOND CARRIER

SHIPPER	CONSIGNEE	COLLECT ☐ PREPAID ☐ OTHER ☐ Please Specify
		BILL TO: Please show complete address - include zip
TELEPHONE	TELEPHONE	

CONTAINER NO.	CONTAINER TYPE	SEAL NO.	LOAD DATE	SET TEMP °F	PROCESSOR / SUPPLIER

NO OF PIECES	KIND OF PACKAGE	HM	DESCRIPTION OF GOODS PROVIDED BY SHIPPER	NET WEIGHT	GROSS WEIGHT

In accepting this Bill of Lading the shipper agrees that the custody and carriage of the goods identified shall be subject to the terms and conditions on the reverse hereof (or on a separate page if this document was produced in facsimile form or from an electronic source) and/or of Carrier's tariff or applicable contract of affreightment, which shall govern the relations, whatsoever they may be, between the carrier and the shipper, owner and/or consignee of the goods, in every contingency and whensoever occurring.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. If the shipment is of a hazardous nature and has been tendered in a container, it is declared that the packing of the container has been carried out in accordance with the provisions of 49 CFR 176.27 (c).

Shipper: _____ Date: _____

Received $ _____ to apply to prepayment of the charges on the property described hereon.

Agent or Carrier representative: Northland Services, Inc.

Per: _____ (The signature here acknowledges only the amount prepaid.)

Received for Carrier in good order, count, and condition unless otherwise noted hereon.

Date: _____

Received By: _____

Quantity: _____

Temperature Received: _____

All terms and conditions available online at www.northlandservices.com/terms/NSI_Terms.htm

Shipper's attention is directed to Section 18 on the reverse side of this Bill of Lading. Where rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. THE AGREED OR DECLARED VALUE OF THE PROPERTY IS HEREBY STATED BY THE SHIPPER NOT TO BE IN EXCESS OF

$_____ PER _____

Shipper: _____ Date: _____

Standard tariff provisions limit Carrier's liability for household goods to $0.60 per lb. per item. Shipper's signature hereon acknowledges this released valuation unless a different value is declared here and additional charges are paid per Tariff NOLS-100, Rule 985.
THE RELEASED VALUE OF THE PROPERTY IS NOT TO EXCEED $_____ PER LB. PER ITEM

Shipper: _____ Date: _____

TERMS AND CONDITIONS

1. CLAUSE PARAMOUNT: This Bill of Lading and the applicable tariff of the Carrier shall have effect, while goods are in the custody of the Vessel or Carrier, its agents, servants and independent contractors. When this Bill of Lading governs, it is subject to the Carriage of Goods by Sea Act of the United States, approved April 16, 1936 ("COGSA"), the provisions of which are deemed fully incorporated herein and nothing herein contained shall be deemed a surrender by Carrier of any of its rights, immunities or limitations or an increase of any of its responsibilities or liabilities under COGSA unless explicitly so stated in the applicable tariff or otherwise agreed in a writing by Carrier. If any term of this Bill of Lading is repugnant to COGSA to any extent, such term shall be void to the extent, but no further. COGSA shall govern throughout the time the goods are in the custody of or are the responsibility of the Carrier, including before the goods are loaded on and after they are discharged from the Vessel. The terms of this Bill of Lading shall be separable, and if any part or term hereof is invalid or unenforceable, such circumstances shall not affect the validity or enforceability of any other part or term hereof.

The Carrier shall be entitled to the full benefits of all rights and immunities and all limitations of, and exemptions from, liability provided in or authorized by 46 USC Section 181 to 186, inclusive, and 188. Carrier shall be entitled to the full benefit of all rights and immunities and all limitations of, and exemptions from, liability contained in any law of the United States or any other country or place, whose laws shall be applicable. This Bill of Lading shall not be deemed to give rise to a personal contract of Carrier. Nothing in this Bill of Lading, expressed or implied, shall be deemed to waive or operate to deprive Carrier of, or lessen the benefits of any such rights, immunities, limitations or exemptions.

Notwithstanding the foregoing, in some cases the Carrier has accepted certain extended liability for cargo loss or damage as outlined within its tariffs. Said tariff provisions shall override and supersede the terms and conditions of this Bill of Lading when in conflict, but only to the extent of such conflict.

2. DEFINITIONS: In this Bill of Lading the word "Vessel" shall include the barge named in this Bill of Lading, its towing tug or tugs, any substitute Vessels, and any craft, lighter, towboat or other Vessel used in the performance of this Bill of Lading. The word "Carrier" shall include the company named as carrier on the face side of this Bill of Lading, the Vessel as defined herein and her owners, operators and demise charterers, any substituted Carrier, and also any time charterer or person to the extent bound by this Bill of Lading, whether acting as carrier or bailee. The word "Shipper" shall include the person named as such in this Bill of Lading, the consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped. The word "Goods" means the cargo accepted from the Shipper and includes the containers and/or the rolling equipment not supplied by or on behalf of the carrier. The word "Person" shall include an individual corporation, partnership and any other entity. The word "Charges" shall include freight and all general average salvage, special charges, expenses, amounts and money obligations whatsoever payable by or chargeable to or for the account of the goods or Shipper, regardless of whether sustained, incurred or paid by Carrier in the first instance. The word "Package" shall mean: i) the entire content (including all individual packages, boxes and crates, and all goods contained in each such package, box or crate) of a shipping device in the case of goods transported by Carrier in or on a shipping device defined as including, but not limited to containers, vans, trailers (of all kinds), tanks, platforms or flatracks; or ii) the entire content of a unitized lift in the case of goods bundled, strapped or otherwise secured together and forming a unit shipped/carried/transported by Carrier and not otherwise loaded to a shipping device; or iii) any individual unit of cargo including machinery, equipment and other items shipped/carried/transported as a single unit without further consolidation; or iv) in the case of bulk goods or goods not otherwise defined herein, the totality of goods identified on any single freight bill or bill-of-lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidates goods from different shippers and consignees into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of the shipper, consignee, or owner of the goods, the Package definition contained in subsections (i) and (ii) above, shall be modified such that content is defined as that portion of the content owned or controlled by the same shipper, consignee, or owner of the goods.

3. SCOPE OF VOYAGE/LIBERTIES: The scope of voyage, herein contracted for, shall include usual or customary ports of call, whether named in this Bill of Lading or not, also ports in or out of the geographical usual or ordinary route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge or in a direction contrary thereto or return to the original port or depart from the direct or customary route and includes all canals, straits and other waters. The Vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports, whether scheduled or not and may call at the same port more than once. The Vessel may, for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compass, dry-dock with or without cargo on board, go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores in any quantity at the discretion of the carrier, remain in port, sail with or without pilots, tow or be towed and go to the assistance of Vessels in distress to save or attempt to save life or property, and all the foregoing are included in the contract voyage and shall not be considered deviations. All derelicts and salvage shall be for the sole benefit of the carrier. Carrier may substitute another Vessel for the named Vessels at any time prior to or during the voyage. Carrier makes no warranties as to the time of delivery of the goods or that goods will be delivered for any particular use or market.

4. TRANSSHIPMENT: Carrier may transship and forward all of any part of the goods, whenever they are consigned to a place where the Vessel does not expect to discharge or whenever the Carrier, for any reason whatsoever, may deem it advisable. Such transshipment and forwarding may be made at the port of shipment or at any other place or places whether or not with the voyage contracted for above, and may be made by any Vessel or Vessels or any other means of water, land or air transportation or combination of such means selected by Carrier, whether operated by Carrier or not, and regardless of actual scheduled time of arrival or departures compared with other means of transportation or carriers. Every incident of transshipment and forwarding shall be governed by the regular Bill of Lading, freight note, contract or other shipping document of the on-carrier, whether issued or not, even though less favorable to Shipper in any respect whatsoever than this Bill of Lading and even though Carrier's own through Bill of Lading has been issued, in which case such issuance is for convenience only and does not bind Carrier after goods have been discharged from Carrier's Vessel. In all matters whatsoever connected with transshipment or forward, Carrier shall act solely as Shipper's forwarding agent and without any further responsibility. Shipper expressly authorized Carrier, as such agent, to arrange with the on-carrier for the lowest valuation of the goods or limitations of liability contained in such Bill of Lading or other documents of the on-carrier. Pending or during transshipment Carrier may store the goods in any place ashore or afloat at their own risk and expense, and in doing so shall be considered solely the agent of the Shipper. Carrier shall not be liable for any detention, delay, mis-delivery, conversion, loss or damage after the goods have been discharged from Carrier's Vessel. The goods and Shipper shall be liable for all additional costs of every nature, including, but not limited to, storage, handling charges or increases in on-carrying rates beyond those used in computing freight charges on this shipment.

Carrier or the Master, in the exercise of its or his direction, may at any time, whether or not customary and without notice, require the goods to be lightered to or from the Vessel at the risk and expense of the goods and in this event, Carrier or the Master may make arrangements for lighterage or use of craft, but in so doing shall be considered solely as the agent of Shipper and without any other responsibility whatsoever. Carrier shall not be responsible for the choice of condition, seaworthiness or manning of such lighter or craft or in the custody of the lightermen, who shall be considered agents of the Shipper.

If Carrier elects to lighter the goods in or with lighters or crafts operated or controlled by it, Carrier shall have the benefit of all liberties, rights, exemptions, immunities and limitation contained in this Bill of Lading, with respect to such lighterage and may collect the costs thereof from the Shipper.

5. ON DECK CARRIAGE: Transportation hereunder will be accomplished by the use of unmanned barge or barges without motive power of their own, to be towed by a towing Vessel or Vessels on a single, double or multiple tow basis. All goods accepted hereunder may be carried without notice to Shipper either under the covered deckhouse (if any) or on deck or on the roof of the deckhouse (if any) of said barge or barges, at the carrier's option, any custom or practice of the trade to the contrary notwithstanding. Goods so carried shall be subject to the provisions herein and shall participate in general average. All risk of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper, but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1(c) thereof.

6. SPECIAL CIRCUMSTANCES: In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or taking place during the voyage, including the period before and during discharge, which in the judgment of the carrier or master is likely to give rise to risk of capture, seizure, detention, damage, delay (howsoever long or short) or disadvantage to or loss of the Vessel or any part of her cargo, or to make it unsafe, imprudent, unlawful or impossible for any reason to commence or proceed on or continue the voyage, or to enter or discharge or continue to discharge the goods at the port of discharge, or to give rise to any delay (howsoever long or short) or difficulty in arriving, discharging or continuing to discharge, or leaving the port of discharge, Carrier or the Master may, before loading or before the commencement of the voyage, require Shipper to take delivery of the goods at the port of shipment and, upon failure to do so, may discharge and warehouse the goods at Shipper's risk and expense, or Carrier or the Master, whether or not proceeding toward or entering or attempting to enter a port of discharge or reaching or attempting to reach usual place of discharge therein or attempting to discharge the goods, may discharge the goods, and/or unpack the containers at the port of shipment or at any other port, in depot, lighter craft or other place or may discharge and forward them by any means (rail, water, land or air) at the risk and expense of the Shipper to any port or place whatsoever at Carrier's or Master's sole discretion, and Carrier or the Master, in making arrangement for any such forwarding, shall be the forwarding agent of Shipper, or the Vessel may proceed or return directly or indirectly to or stop at any port or place whatsoever at Carrier's or Master's sole discretion and discharge the goods or any part thereof at any such port, or Carrier may retain same on board until the return trip or until such time as Carrier or the Master thinks advisable and discharge them at any place whatsoever as herein provided.

All additional charges and expenses incurred as a result of such circumstances and Carrier's response thereto shall be for the account of Shipper.

Discharge of the goods under the provisions of this clause shall constitute complete delivery and performance under this contract and Carrier shall be freed from any further responsibility. When the goods are discharge from the Vessel as provided in this clause they shall be the risk and expense of the Shipper and all charges incurred shall be payable by the Shipper. When the place of delivery is named herein and the goods are on-carried by carrier from the port at which they are discharged from the Vessel as provided in this clause to such place of delivery, Shipper shall pay all additional charges and transport costs in connection therewith.

7. DESCRIPTION OF GOODS: Any reference on the face hereof to marks, numbers, description, quantity, gauge, weight, measure, kind, value and any other particulars of the goods is as furnished by the Shipper, and Carrier shall not be responsible for the accuracy thereof. Shipper warrants to Carrier that the particulars furnished by him are correct and shall indemnify Carrier and the Vessel against all losses, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

8. COOPERAGE, FINES: Shipper shall be liable for all expenses for mending, cooperage, bailing or reconditioning of the goods or packages and gathering of loose contents for packages, also for any payment, expense, fines, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the Shipper to procure consular or any other certificates to accompany the goods or to comply with laws or regulations of any kind, imposed with respect to the goods by the authorities at any port of place or any act or omission of Shipper. Shipper shall be liable to the Carrier for the payment of all charges and for the obligations of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

9. CARRIAGE AFFECTED BY CONDITIONS OF GOODS: If it appears to the Carrier or the Master at any time that the goods or any part of them cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) and/or incur any reasonable additional expense to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading, Shipper shall indemnify the Carrier against any reasonable additional expense so incurred.

10. DANGEROUS GOODS, CONTRABAND:

(1) Carrier undertakes to carry goods of an explosive, flammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon Carrier acceptance of a prior written application by the Shipper for the carriage of such goods. Such application must accurately state the nature, name, label and classification of such goods, as well as the method of rendering them innocuous with the full name and address of the Shipper and the consignee.

(2) Shipper shall undertake that the nature of the goods referenced in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations to the Carrier.

(3) Whenever the goods are discovered to have been received by the Carrier without complying with paragraphs (1) or (2), above, or the goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place or waters during transport, Carrier shall be entitled to have such goods rendered innocuous thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify 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) Carrier may exercise or enjoy the right of benefit conferred upon the Carrier under preceding paragraph whenever it is determined that the goods received in compliance with paragraphs (1) and (2), above, become dangerous to Carrier, Vessel, cargo, persons and/or other property.

(5) Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreement but only at the risk and expense of the Shipper.

11. EARNED FREIGHT: Full freight and charges hereunder to port of discharge named herein shall be considered completely and irrevocably earned upon commencement of loading, whether the freight be stated or intended to be prepaid or to be collected at destination and Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not and to receive and retain them irrevocably under all circumstances whatsoever, Vessel and/or goods lost or not lost or the voyage broken or abandoned. If there shall be a forced interruption or abandonment of the voyage at the port of loading or elsewhere, any forwarding of the goods or any part thereof shall be at the risk and expense of the goods.

Freight shall be payable on actual gross intake weight or measurement, or, at the Carrier's option, on actual gross discharge weight or measurement. Freight may be calculated on the basis of particulars of the goods furnished by Shipper, but the Carrier may at any time open the package(s) and examine, weigh, measure and value the goods in case Shipper's particulars are found to be erroneous and additional freight is payable. Shipper and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the goods.

Freight demurrage and other charges shall be paid to Carrier in United States currency, without discount or set-off of any kind, at such place and in such manner as Carrier may direct.

Carrier shall have a lien on the goods for all charges payable to Carrier under this contract and for the cost of recovering the same, and Carrier shall have the right to sell the goods by public auction or private treaty without notice to the Shipper. Shipper shall remain responsible for payment of such sums due hereunder.

12. BOTH TO BLAME COLLISIONS: If the Vessel comes into collision with another Vessel as a result of negligence of the other Vessel and any negligence or other fault on the part of the Carrier or its servants or subcontractors, Shipper shall indemnify Carrier against all loss or liability to the other or non-carrying Vessel or her owners insofar as such loss or liability represents loss of or damage to or any claim whatsoever of Shipper paid or payable by the other or non-carrying Vessel or her owners to Shipper and set-off, recouped or recovered by the other or non-carrying Vessel or her owners as part of their claim against the carrying Vessel or Carrier.

The foregoing provision shall also apply where the owners, operators or those in charge of any Vessels or objects other than or in addition to the colliding Vessels or objects are at fault in respect of a collision or contact.

13. GENERAL AVERAGE/NEW JASON CLAUSE: General average shall be adjusted, stated and settled according to York-Antwerp Rule 1974, excluding Rule 22, at such port or place in the United States as may be selected by Carrier and as to matters not provided by these Rules according to the laws and usages of the Port of San Francisco, notwithstanding Rule 10(b) of said York-Antwerp Rules; however, it is expressly agreed that the cost of handling, discharging and restowing cargo shall be admitted as general average when reasonably necessary for the safe prosecution of the voyage as well as under the circumstances set forth in said Rule.

In such adjustments, disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damages to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship. Average agreement or bond and such security as may be required by Carrier must be furnished before delivery of the goods. Such cash deposits as Carrier or its agent may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon shall, if required, be made by the goods and Shipper to Carrier before delivery. Such deposit shall at the option of the Carrier be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

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 Carrier is responsible by statute, contract or otherwise, the goods and Shipper shall contribute with Carrier in general average to the payment of any sacrifices, losses 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 salving ship is owned or operated by Carrier. Salvage shall be paid for as fully and in the same manner as if such salvage ship or ships belonged to strangers.

14. STRIKE CLAUSE: If an actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppages and restraints of labor from any cause whatsoever will, in the opinion of the master or carrier, prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of Vessel from the loading port, or result in damage to the Vessel or her cargo or in injury to Vessel's crew, Carrier shall have the option at any time to wait at or off the loading berth until master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the goods pursuant to the Bill of Lading, to depart the loading port with whatever goods have been loaded aboard the Vessel or with Shipper's consent to load the goods at Shipper's expense at an alternative port. If an actual or threatened labor disturbance of any kind, including strikes, lockouts, stoppages and restraints of labor from any cause whatsoever will, in the opinion of the master or Carrier, prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of Vessel from the unloading port or result in damage to the Vessel or her cargo or in injury to the Vessel's crew, Carrier will have the option at any time to wait at or off the unloading berth until termination of said disturbance or to discharge the goods or a portion thereof at any alternative port, the next scheduled port of call or the loading port, which discharge shall constitute complete delivery under this Bill of Lading.

15. ICE CLAUSE: If ice or the threat thereof will, in the opinion of the master or Carrier, prevent or delay the Vessel in reaching the loading berth, prevent or delay loading of cargo, prevent or delay departure of the Vessel from the loading port or result in damage to the Vessel or the cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading port until the master or Carrier determines it is safe for the Vessel to enter, to cancel carriage of the goods pursuant to the Bill of Lading, to depart the loading port with whatever goods have been loaded aboard the Vessel or with Shipper's consent to load goods at Shipper's expense at an alternative port. If ice or the threat thereof will, in the opinion of the master or Carrier, prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of Vessel from the unloading berth or result in damage to the Vessel or her cargo in injury to the Vessel's crew, Carrier shall have the option, at any time to wait at or off the unloading berth until termination of said ice condition or to discharge the goods or a portion thereof at an alternative port, the next scheduled port of call, or the port of loading, which discharge shall constitute complete delivery under the Bill of Lading.

16. NUCLEAR CLAUSE: Notwithstanding any provision whether written or printed on this Bill of Lading, it is agreed that nuclear fuels or radioactive waste or products are specifically excluded from cargo permitted to be loaded or carried under this Bill of Lading. This exclusion does not apply to radio isotopes, used or intended to be used, for any industrial, commercial, agricultural, medical or scientific purposes, provided Carrier's prior approval has been obtained to the loading thereof.

17. EXCEPTIONS CLAUSE: Carrier shall not be liable for any loss, damage, delay or failure in performance hereunder arising from the happening and/or threat and/or aftereffects of one or more of the following: act of God, act of war, force majeure, quarantine restrictions, embargo, acts of public enemies, thieves, pirates or assailing thieves, arrest or restraint of princes, rulers or people, seizure under legal process, act or omission of Shipper, its agent or representative, strikes, lockouts or stoppage or restraint of labor from whatever cause, partial or general, riots or civil commotion, act, neglect or default of the master, pilots, mariners or other servants of the Carrier in the navigation or management of the Vessel, barratry, ice, fire unless caused by the actual fault or privity of the Carrier, explosions, collision, stranding, perils, dangers and accidents of the sea or other navigable waters, wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods, insufficiency of packing, insufficiency or inadequacy of marks, bursting of boilers, breakage of shafts or any latent defect in hull equipment, machinery, hawsers or lines, unseaworthiness unless caused by want of due diligence on the part of the Carrier to make the Vessel seaworthy or to have her properly manned, equipped and supplied, saving or attempting to save life or property at sea or any deviation in rendering such service, loss of or material damage to the Vessel, any other similar or dissimilar cause beyond the control of the Carrier.

18. VALUATION: Unless otherwise explicitly stated in the applicable tariff or agreed in a writing signed by Carrier, Carrier shall not be liable in any event for any loss, damage, mis-delivery or delay with respect to the goods in an amount exceeding $500.00 lawful money of the United States per Package (as defined in Section 2), unless a valuation higher than $500.00 is declared, in writing, by Shipper on delivery of the goods to Carrier and inserted on the Bill of Lading and extra freight is paid thereon as required by the applicable tariff to obtain the benefit of such higher valuation in which event Shipper agrees that the value of the goods shall not exceed such declared value and any partial loss or damage shall be adjusted, *pro rata*, on the basis thereof. Carrier shall in no event be responsible for indirect or consequential damages, including without limitation extra expense, loss of profits, loss of use of property, delay or damage consequential upon loss of use, whether resulting from negligence, breach of this contract or otherwise by Carrier, and even if the possibility of such damage was foreseeable by Carrier, or Shipper had advised Carrier of the possibility of such damages. Carrier shall have the option of replacing any lost goods and replacing or reconditioning any damaged goods. No oral declaration or agreement shall be evidence of value different from that provided herein.

19. NOTICE OF LOSS OR DAMAGE – TIME FOR SUIT: Unless notice of loss or damage and the general nature of such loss or damage can be given in writing to Carrier, or his agents, before or at the time of delivery of the goods to the Shipper, such delivery shall be prima facie evidence of the receipt by Shipper of the goods as described on this Bill of Lading. If the loss or damage is not apparent the notice must be given within 3 days of the delivery. In any event Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the goods or the date the goods should have been delivered. Suit shall not be deemed brought against Carrier or Vessel unless jurisdiction shall have been obtained over Carrier or Vessel, or both, by service of process on Carrier or a written agreement by Carrier to appear.

20. GOVERNMENTAL OR OTHER ORDERS: Carrier, the master and the Vessel shall have liberty to comply with any directions, recommendations, orders, requirements or suggestions as to the Vessel, her voyage, employment movements or any disposition or other matter whatsoever relating to the goods and including but not limited to loading, departure, arrival, routes, zones, ports of call, stoppages, discharge destination, delivery or in any other matter whatsoever given by the government of the nation under whose flag the Vessel sails or any other government or local authority, including any de facto government or local authority, or by any person or body acting or purporting to act as or with the authority of any such government or authority or by any committee or person having under the terms of the war risks insurance on the Vessel the right to give any such direction or recommendations if by reason of or in compliance with any such directions or recommendations anything is done or is not done, such shall not be deemed a deviation. Delivery or disposition of the goods in accordance with such directions, recommendations, orders or suggestions shall be deemed in accordance with and a fulfillment of the contract voyage. In complying therewith Carrier shall have, but shall not be limited to, the liberties as to disposition of the goods contained in Clause 6 hereof. Carrier and the Vessel may carry goods declared by any belligerent to be contraband, persons belonging to, or intending to join, the armed forces or government services of any belligerent, explosives, munitions, war-like stores or hazardous cargo, and may sail armed or unarmed, with or without convoy. In addition to all other liberties herein, Carrier shall have the right to withhold delivery of, re-ship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods in accordance with any direction, condition of agreement imposed upon or exacted from the Carrier by any government of department thereof or any person purporting to act with the authority of either of them. In any of the above circumstances, Carrier shall have no further responsibility for the goods and the goods shall be solely at their risk and expense, and all expenses and charges so incurred shall be payable by Shipper and shall be a lien on the goods.

21. LUMBER, TIMBER, PLYWOOD, ETC.: Neither Carrier nor the Vessel shall be responsible for stains, discolorations, shakes, holes, chafage, breakage or splitting of lumber, timber, plywood or wood products, whether or not unprotected or partly covered.

22. NO VALUABLES: Shipper agrees not to ship bank bills, coin or currency, deeds, drafts, notes or valuable papers or any kind, jewelry, other than costume or novelty jewelry, postage stamps or letters and packets of letters with or without postage stamps affixed. United States Post Office mail of any class, precious metals or articles manufactured therefrom, precious stones, revenue stamps, antiques, or other related or unrelated old, rare or precious articles of extraordinary value.

23. FIRE: Carrier shall not be liable to answer for or make good any loss or damage to the goods occurring at any time and even though before loading on or after discharge from the Vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

24. EXTENSION OF BENEFITS: All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading or by COSGA or by any applicable statute for the benefit of the Vessel or Carrier shall also apply to and for the benefit of the master, officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing services for or on behalf of the Vessel or Carrier as employees, servants, agents or contractors of Carrier (including without limitation, stevedores and terminal operators), and the directors, officers, employees, servants, agents and subcontractors of such parties.

25. HEADINGS FOR CONVENIENCE: The headings of the above clauses are for the convenience of reference only and shall not affect the interpretation of terms of this Bill of Lading.

26. FURTHER AGREEMENTS: All prior agreements or freight engagements for the shipment of the goods are superseded by this Bill of Lading. If required by Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the goods.

It is specifically agreed that during any rail or motor vehicle carriage prior to or subsequent to the time the water carrier has custody of the goods such carriage shall be governed by and be subject to the terms and conditions of rail or motor vehicle carrier's Bill of Lading.

It is also agreed that carriage of the goods hereunder is subject to all terms and provisions of the tariffs on file with the Federal Maritime Commission, the Surface Transportation Board or other regulatory body which governs the particular portions of carriage, and the terms of said tariff or tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading.

27. APPLICABLE LAW - SEVERABILITY: This Bill of Lading shall be construed according to the laws of the United States of America and the Shipper, consignee and holder hereof agree that any suits against the Carrier shall be brought in the Federal Courts of the United States located in King County, Washington. The terms of the Bill of Lading shall be separate and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. Nothing contained in this Bill of Lading shall be seemed a surrender, waiver or reduction by the Carrier, or operate to deprive the Carrier of any of its rights, immunities, exemptions, limitations or liberties, or an increase of any of its responsibilities or liabilities under the aforementioned laws or any other laws.