

## (Continued from Obverse Side)

### Definitions:

In this Bill of Lading, the word:

"Carrier" means vessel / owner of vessel named overleaf

"Merchants" include the Shipper, Consignee, Receiver of the Goods, any Person who owns or is entitled to the possession of the Goods or of this Bill of Lading and any Person acting on behalf of any such Person, all of whom shall be jointly and severally liable to the Carrier for the payment of all Freight, and for the performance of the obligations of any of them under this Bill of Lading. In the event that this Bill of Lading is issued pursuant to a Charterparty / Fixture Note, "Merchants" shall also include the charterer of such Charterparty / Fixture Note

"Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading

"Holder" means any Person for the time being in possession of (or entitled to the possession of) this Bill of Lading

"Person" includes an individual, group, company or other entity

"Indemnify" includes defend, indemnify and hold harmless

"Goods" means the whole or any part of the cargo received from the Merchant and includes the packing and any equipment not supplied by or on behalf of the Carrier

"Freight" includes all charges payable to the Carrier in accordance with the applicable tariff and this Bill of Lading

"Person" includes an individual, group, company or other entity

"Port of Loading" means any port at which the Goods are Loaded on board any vessel (which may either be a feeder vessel or an ocean vessel and is not necessarily the vessel named overleaf) for Carriage under this Bill of Lading

"Port of Discharge" means any port at which the Goods are Discharged from any vessel (which may either be a feeder vessel or an ocean vessel and is not necessarily the vessel named overleaf) after Carriage under this Bill of Lading

"Vessel" includes the vessel named on the face of this Bill of Lading and any other vessel, lighter or watercraft owned, operated, chartered or employed by the Carrier or any connecting or substituted water carrier performing Carriage under this Bill of Lading

### IT IS MUTUALLY AGREED THAT

1. LAW APPLICABLE TO THIS BL. The BL shall be governed by Indonesian Law. The contents of this BL must be considered as cancelled in so far as these contents are contrary to the stipulations of section 470 of the Commercial Code of Indonesia.

a) APPLICABILITY. Notwithstanding the heading Combined transport Bill of Lading the provisions set out and referred to in this document shall also apply if the transport as described on the face of the BL is performed by one mode of transport only

b) PARAMOUNT CLAUSE. The Hague Rules of 1924 as amended by the Visby Protocol of 1968 shall apply to all shipments evidenced by this Bill of Lading.

c) This Bill of Lading is issued by the agent on behalf of the carrier in which the cargo is loaded.

d) Nothing contained in this Bill of Lading shall deprive the carriers of the right to claim the full benefit of all limitations of and exceptions from liability conferred on his and/or the ship by the Carriage of Goods by Sea Ordinance 1927, the Rules, or otherwise under any laws for the time being in force.

2. During the period before the goods are loaded on and after they are discharged from the ship on which they are carried by sea, the following terms and conditions shall apply to the exclusion of any other provisions in this Bill of Lading that may be inconsistent therewith, viz (a) so long as the goods remain in the actual custody of the carrier or his servants (otherwise than as mentioned in sub-clause (b), hereof), the carrier shall not be liable for loss damage or detention arising or resulting from the act neglect or default of the servants or agents of the carrier nor from any other cause whatsoever arising without the actual fault or privity of the carrier nor in any event for an amount exceeding the declared value of goods paying freight on an advaloram basis or the invoice value whichever shall be least or in the case of the goods the invoice value or US\$100 per package or unit or US\$100 per cubic foot or metric ton, whichever shall be least (c) Whilst the goods are being transported to or from the ship by lighter or other craft whether owned by the carrier or not or are being loaded or unloaded on or from such craft and such transport or loading or unloading is done by the carrier, it shall be done at the sole risk of the Merchants including risk of unseaworthiness or unfitness of lighter or other craft (d) in all other cases the responsibility of the carrier whether as carrier or a custodian or bailee of the goods shall be deemed to commence only when the goods are loaded on the ship and cease absolutely on discharge when they are free of the ship's tackle.

3. Route. The carrier does not contract to proceed by the shortest or by the geographical or customary or advertised route (if any) and the ship or other method of conveyance may for any purpose whatsoever whether connected with the joint adventure or not and whether before the beginning or at anytime or stage of the voyage proceed by any course or route whatsoever although in a contrary direction to or out of or beyond the direct or geographical or customary or advertised route to the place of delivery once or often in any order backwards or forwards without notice to the Merchants and for any such purpose may call and/or remain or omit to call and/or remain at any port or ports, place or places whatsoever and may carry the goods back to the port of loading or to any port or place whether beyond the port of delivery or not and may make any delay whatsoever at or in sailing from the port of loading or any such port or place as aforesaid. The said goods or any part thereof may at the carrier's option at anytime or times during the transit whether before or after shipment be carried in a substituted ship or trans-shipped to any other ship or landed or stored or put into Hulk or craft or lighter or re-shipped on the same or any other ship or ships proceeding by any route or may be forwarded by lighter, rail or any other conveyance belonging to the carrier or not and even though the said goods or any part thereof are detained or delayed in the course of shipment, landing or forwarding or re-shipment.

For the purpose of this contract all such departures from the direct geographical customary or advertised route and all such delays, detentions shipment from trans-shipment landings storages re-shipment and forwarding shall be included in the contract of carriage herein provided for notwithstanding any reference to the place of shipment or delivery or any other provision whatsoever herein contained.

4. The ship shall have liberty to sail with or without pilots to low and assist vessels in all situations to drydock with the goods on board to carry cargo of all kinds dangerous or otherwise and to comply with orders given on purporting to be given by any Government Harbour, Dock or Canal Authority

5. If the loading carriage discharge or delivery is impeded or if there are reasonable grounds for anticipating that the same is or threatens to be impeded by the imminent outbreak or existence of war whether international or civil or by any control over the use of or movements of the vessel exercised by any Government or other Authority (which expression throughout this clause shall be deemed to include any body or organization proposing or advertising or claiming to exercise the powers of a Government or Authority) or by the prohibition of Intercommerce Commercial or otherwise, or by the restriction or control of such intercourse by any Government or other Authority or by measures taken by any Government or other Authority in consequence of or connected with any of the above matters or by guarantee sanitary customs or labour regulations lockouts strikes or disturbances ice bad weather or by absence from any cause of facilities for loading or discharging or delivery, the carrier and/or his agents and/or the Master may (if in his or their uncontrolled discretion he or they think it advisable) at anytime before or after the commencement of the voyage abandon or suspend the voyage alter or suspend or terminate or postpone or advertise or advertise or advertise or advertise or advertise or advertise or off any port or place and/or trans-ship and forward subject to the provisions of Clause 9 hereof or put into Hulk lighter or craft or land or store or Otherwise dispose of the cargo at any port or ports place or places without being liable for any loss or damage whatsoever directly or indirectly sustained by the Merchants and all at the risk and expense of the Merchants. Anything done or not done by reason of or in compliance with the provisions herein before contained or any of them shall be deemed to be within the contract voyage.

The ship in addition to any liberties expressed or implied, shall have liberty to comply with any order or directions as to loading, departure, routes, ports of call stoppages, trans-shipment, discharge, arrival or destination, or otherwise whatsoever given by any Government or any Department thereof having authority, or by any person acting or purporting to act with the authority of such Government of Department thereof or by any Committee or person, having under the terms of a War Risks Insurance on the vessel, the right to give such orders or directions and if by reason of and/or in compliance with any such orders or directions anything is done or is not done, the same shall be within this Contract.

The ship is free to carry contraband explosives munitions or warlike stores and may sail armed or unarmed.

6. Average. If any shall be adjusted according to York-Antwerp Rules, 1974, but General Average loss shall be borne by those on whom it has fallen unless an adjustment is required in writing by interests which would be entitled to receive in the aggregate, per adjusters estimate not less than £1,000 net. In the event of accident danger damage or disaster before or after commencement of the voyage resulting from any clauses whatsoever whether or not due to negligence or unseaworthiness initial or otherwise for which or for the consequences of which the carrier is not responsible or is exempted from responsibility by law or contract or otherwise the Merchants shall contribute to the payment of any sacrifice losses or expenses of a general or average nature that may be made or incurred and shall pay any salvage and special charges incurred in respect of the goods.

In case of causality or claims the carrier, master or agents shall represent and bind the Merchants with liberty to sue for, defend or settle claims to be borne pro-rata by the interest involved. The carrier master or agents may require deposits against salvage or average charges, including legal costs, without liability for interest, and such deposits shall be made before the delivery of the goods. Passengers shall not pay any General Average contribution in respect of luggage or personal effects. Claims for services by other vessels belonging to the carrier, wherever rendered, may be adjudicated upon in the Singapore or the Malaysian Courts whose decisions shall bind the Merchants. The carrier may charge interest at the rate of five per cent per annum on his advances for salvage or average.

7. Any goods deteriorating through interest defect, quality or vice and being in the master's opinion likely to damage the ship or crew or other goods may, without compensation to the Merchants and without consulting them, be jettisoned or destroyed or at the risk of Merchants discharged at any port, but in any of the above events, freight thereon, if not prepaid shall be payable in proportion to the carriage, and all loss or damages, costs or expenses caused to the ship or crew or other cargo, or to any interest whatsoever, shall be paid or refunded by the Merchants. The carrier or his agents may at their discretion sell goods so discharged for account of the owners thereof, and at their expenses.

Merchants whether principals or agents shall be liable for loss or damage to any person or interest whatsoever caused by dangerous or injurious goods shipped without full disclosure of their nature whether Merchants were aware thereof or not.

Notwithstanding anything to the contrary herein contained live animals or deck cargo are received kept and carried at the sole risk of the Merchants thereof, and neither the carrier nor any stevedore, wharfinger nor any agent or servant of any of them nor any other person whatsoever for whom the carrier may be responsible shall be under any liability whatsoever for animals or deck cargo, nor for any loss or expense connected therewith howsoever caused. Merchants and all concerned are, therefore, advised to see that their insurance policies cover all and every risk whatsoever whether ashore or afloat and are made without recourse to the Carrier or any of the parties aforesaid.

8. If the goods are loaded or unloaded by the Merchants or person appointed by them such persons shall be deemed to be servants of the Merchants and not of the carrier.

9. Trans-shipment and Forwarding. The obligations of the Carrier under this Bill of Lading shall extend only to such part of the carriage as is performed by vessels operated by the Carrier and the Carrier shall be under no liability whatever for any loss, damage or delay whatever and however caused arising before shipment on the Carrier's vessel or after discharge there from. The Merchants constitute the carrier his agent to enter into contracts with others for the prior and/or subsequent transport of the goods and/or storing lightening trans-shipment or otherwise dealing with them prior to or in the course of or subsequent to such transport without responsibility, for any act neglect or omission on the part of the carrier or his agents, or for any loss or damage or delay or for the forwarding conveyance in any form which shall comply with the law at the port or place from which the goods are shipped or forwarded even though the terms of such contracts of carriage be less favourable in any respect whatsoever to the Merchants than the terms of this Bill of Lading. Unless the value of the goods is declared at the time of shipment and is stated hereon and extra freight as may be agreed upon is paid, the carrier shall in no event be under any obligation to declare to the carrier any valuation of the goods even though the carrier's contract of carriage contains a valuation or limitation of liability less than that contained in this Bill of Lading. If the forwarder immediately to destination any charges incurred for storage shall be borne by the Merchants. If the goods are forwarded by more than one conveyance consignees must take delivery of each portion immediately after arrival. Goods forwarded by rail are deliverable at any railway Station within or nearest to destination and must be taken away by the consignee immediately after arrival.

10. Discharge and Delivery. The goods may be discharged from the ship as soon as she is ready to unload and as fast as she is able continuously day and night, Sunday and holidays included on to wharf or quay, or other open spaces or covered or into store hulk, lazaretto or lighters, whether insulated bonded or not at ship's option and at the risk and expense of the Merchants. Any custom of the port to the contrary notwithstanding and always subject to the regulations and conditions of any such wharf or quay, spaces, store, hulk, lazaretto or lighters, whether the property of the carrier or other persons to which regulations and conditions the Merchants hereby authorize the carrier to apply, and subject to the regulations and conditions the Merchants hereby authorize the carrier to agree on their behalf if discharge is impeded by consignees not taking delivery as fast the ship can discharge. Such consignees (or Merchants) shall pay the carrier demurrage at the rate of US\$1.00 per gross registered ton per day for any retention caused to the ship and the goods may at the carrier's discretion be carried on and discharged at the first convenient port, which shall for all purposes be considered the port of discharge under this Bill of Lading.

11. Notification. Any clause hereon giving names of parties who desire to be notified of ship's arrival at destination is solely for the information of the ship's agents and failure to notify shall not involve the carrier in any responsibility or relieve the Merchants from any obligations hereunder.

12. Master Portage. Notwithstanding any custom of the port of the contrary, the carrier, master or agents may appoint any firm or persons to receive, remove, watch, weight, measure and deliver the goods on behalf of the Merchants, who shall pay to such firm or persons the current rate for all work performed on their behalf and indemnify the carrier from all risks and expenses incurred.

13. Where Customs at port of trans-shipment or delivery require any bond or undertaking before permitting the landing or forwarding of dutiable goods the carrier, master or agents are hereby authorized to give such undertaking on behalf of owners of the goods who shall indemnify the carrier from all risks and expenses incurred. The carrier and/or master porters are authorised by the owner of dutiable cargo (or Merchants) at any port, during and after discharge, at their sole discretion to incur and pay Customs charges for watching such cargo which charges the owners thereof (or Merchants) undertake to repay, any custom of the port to the contrary notwithstanding.

14. Goods not permitted to be landed at destination may be discharged at any other port or ports or returned to the port of loading by land or water, all at the risk and expense of the Merchants, who shall pay freight for return carriage.

15. A valuable package is one of which the contents exceed in value US\$100/- per cubic foot, if measurement cargo, or per metric ton, - weight, if weight cargo. The shipper shall declare to the carrier before shipment the nature and value of goods contained in all valuable packages shipped by him. Consignees must take delivery of valuable packages from on board during the stay in port falling which they may be landed and storage or carried on at risk and expense of the owners thereof (or Merchants).

16. Claims. Any claims that may arise hereunder must be made exclusively at the port of delivery of Indonesia at carrier's discretion for delivery or receipt. All claims for loss or damage to or in respect of the goods shall be referred to the Courts of Jakarta, Indonesia who will have exclusive jurisdiction. In Consideration of the rate of freight, at which this shipment is accepted, liability for loss or damage to the goods or any part thereof, shall never exceed (a) the declared value of goods paying freight on an advaloram basis or the invoice value whichever shall be least or (b) in the case of other goods the invoice value or US\$100/- per package or unit whichever shall be least, and it is hereby agreed that the value of the goods does not exceed said amount. Unless it is stated in writing on this Bill of Lading that freight is paid or payable on an advaloram basis, and the nature and value of such goods have been declared before shipment and included in the Bill of Lading, the goods shall be deemed to have been received and liability if any shall be adjusted under clause (b) Under no circumstances shall liability exceed the actual loss or damage sustained, the carrier shall not be liable for any consequential or special damages and shall have the option of replacing any loss or damaged goods.

Collision Clause. If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the owner of the said goods paid or payable by the other or non-carrying vessel or her, Owners to the owner of the said cargo and set off, recouped or recovered by the other or non-carrying vessel or her, Owners against the carrying vessel or her, Owners. The foregoing provisions shall also apply where the Owner, operator or those in charge of any vessel or vessels or objects other than, or in addition to, the collision vessels objects are at fault in respect of a collision or contact.

17. Appointment. In the event of the carrier being unable to deliver the whole of the goods to which this Bill of Lading relates by reason of there being a quantity of unidentifiable goods to which there are several claimants the carrier may apportion such identified goods among such claimants. The Merchants covered by this Bill of Lading shall accept such apportionment to the extent thereof and the carrier shall not be under any liability whatsoever in respect of goods covered by this Bill of Lading which may be apportioned to the owners of other goods (other Merchants). The carrier or his agents may at their discretion sell unclaimed perishable goods forthwith and other unclaimed goods shall be sold free from date of discharge and payment to the Merchants of the net proceeds of the sale less freight and cargoes, if any, shall free the carrier from all liability.

18. Breakages of Glass, China, Casting and other goods of a brittle or fragile nature shall be taken to be due to interest defect, quality or vice of the goods or insufficiency of packaging in the absence of evidence of negligence fault or failure in the duties and obligations of the carrier.

19. Goods are not to be deemed sufficiently marked unless their destination is distinctly marked upon them by the shipper before shipment, in letters, at least two inches high, in such a manner as will remain legible until delivery. In no case can the carrier accept responsibility for delivery to other than leading marks.

20. Where packages are wire or sealed or otherwise specially secured to prevent pilferage the carrier takes no responsibility for the condition of such fastening unless (a) his attention is specially drawn to them before shipment, and this Bill of Lading clause accordingly, and (b) any defect is brought to his notice in writing before the removal of the goods.

21. Any statement hereon that iron, Steel or Metal goods of any description have been shipped in apparent goods order and condition does not involve any admission by the carrier as to the absence of, nor, fresh water damage or other deterioration between Tinplates, Galvanised iron or Metal Sheets, for which the carrier accepts no responsibility.

22. The Carrier is not responsible for correct delivery of iron, Steel or Metal, worked or unworked shipped loose or in bundles, and all expenses incurred at the port of discharge consequent upon insufficient securing or marking all be payable by consignees (or Merchants) unless every bundle is permanently marked with oil paint and every bundle is securely fastened, distinctly and permanently marked with oil paint and metal tagged, so that each piece or bundle can be distinguished at the port of discharge.

23. Any Statement hereon that Timber has been shipped in apparent good order and condition does not involve and admission by the carrier as to the absence of stains, warps, shakes, splits, holes or broken pieces and this clause shall be deemed to constitute express notice to all persons taking delivery, on the terms of Bill of Lading that such timber does or may contain pieces so affected.

24. Bolters and similar articles may be plugged and put into water at the ship's expense but at the risk of the Merchants hereof.

25. Options are only granted if arranged before shipment. Destination must be declared at least 48 hours before ship's arrival at the desired port, or at the port of call at which the goods have to be trans-shipped for that port. Failing such declaration the goods will be carried on the ship and landed at the final optional port or at the port of call at which the goods have to be trans-shipped for that port.

26. At ports of shipment Indonesia the cost of loading, receiving at ship's rail and storage in the ship's hold of goods whether effected under Shipper control or carried out by the Captain or the Shipowner or their Agents or any a lighterman or contractor chosen by the Captain or the shipowner or their Agent is always at the expense of the goods and is to be paid by the shippers (or Merchants) at the port of loading.

At destinations in Indonesia the cost of discharging from ship's hold whether effected under Consignees control or carried out by the Captain or the Shipowner or their Agents and all subsequent expenses incurred by the goods are always at the expense of the goods and are to be paid by the consignees (or Merchants) at the port of discharge.

27. If at a port of discharge no one presents himself duly authorised by the Merchants to give the master a receipt for same when discharged, or if being authorised, he declines or is unable for any reason to do so, then the usual record of discharge, as kept by the ship's officers, shall be held to be a sufficient delivery in good order.

28. Freight and Primage if prepaid to be considered earned at the time of the receipt of the cargo for shipment, and is not returnable if ship be not freight not prepaid is due on arrival of goods at port of destination and is payable before delivery, in cash, without deduction carriage where payment is delayed at the rate of 5 per cent, per annum. Where the carriage of the goods is abandoned and this contract is determined short of destination, freight if not prepaid shall be payable in proportion to the carriage. Freight charged on the basis of delivered weight or measurement will be adjusted on the outturn figures whether prepaid or not. Freight on Timber will be adjusted on the overall measurement delivered of bundles or pieces.

29. If freight is unpaid owing to the weight measurement contents, nature or value of the goods having been misstated by the Merchants, the carrier will require the Merchants to pay double the freight which should have been paid had the weight, measurement, contents, nature or value of the goods been stated correctly, and a certificate from the carrier or his agents shall be conclusive evidence as to the amount due.

30. Any reference on the front hereof to weight, measurement, contents quality or value is as declared by the Merchants and involves no admission by the carrier as to the correctness thereof and constitutes part of the carrier's description of the goods.

31. The cost of repairs to packages and/or the cost of collecting escaped contents and supplying new containers, provided such expenditure is in the carrier's ordinary course of business, and does not arise from any cause for which he is liable, also the expenses of weighting or measuring cargo for any purpose and the expenses of stacking on the quay before weighting or measuring, shall be paid or refunded by the Merchants.

32. When cargo is discharged into craft or lighter in consequence or insufficient, quay space at berth all expenses shall be paid by Merchants or at the option of the carrier or his agents, and in proportions determinable by them, shall be borne by the owners of all cargo (all Merchants) for the port.

33. Fines, expenses and losses by detection of ship or cargo, caused by incorrect marking or by incomplete or incorrect description, or by shippers or consignees (or Merchants) failure to comply with requirements of the Authorities at the ports of shipment, call or discharge, or with local regulations affecting the packages or Bill of Lading, shall be borne by the Merchants.

34. Any duty tax, surcharge, tariff charges impost, levied on the goods under any name and of whatsoever nature, by reason of their having been trans-shipped during the voyage, or carried or discharge under guarantee, or for any other reason, shall be borne by the Merchants.

35. The carrier shall have a lien on the goods for unpaid and additional freight, demurrage, and all charges, including Customs duties, expenditure, damage and interest becoming due hereunder, while on shore or in the carrying vessels, or in hulk, craft or store including the costs and expenses of exercising such lien, with the right of sale to satisfy any such lien.

36. Any right of sale given to the carrier under this Bill of Lading shall be in addition to rights conferred by law, and the carrier or his agents in exercising same may sell by public auction or by private treaty and may at their discretion, dispense with notices and advertisements.

37. If the ship is not owned by or chartered by demise to the Company or Line by whom this Bill of Lading is issued (as may be the case notwithstanding that appears to the contrary) this Bill of Lading shall take effect only as a contract with the owner or demise charterer, as the case may be, as principal made through the agency of the said Company or Line who acts as agents only and shall be under no personal liability whatsoever in respect thereof.

38. Goods packed in bags and sacks and other insufficient packing. If goods are packed in bags or sacks and these bags or sacks are burst or torn during the manipulations of carriage, consignees shall receive the sweepings. The Carrier is not responsible for underweight of bags and sacks which are torn, mended or with holes, nor for damage or loss of contents. The carrier is not liable for contents which shall be lost or damaged in bags or sacks shipped in bulk (without packing). The carrier shall not be liable for any loss or damage arising or resulting from packing in bundles, cartons, single bags, paper bags, cartons or in casks, of which the bottom and/or cover are insufficiently attached. Goods packed in bags and sacks and other insufficient packing are subject to half a per cent customary trading loss.

39. Notice of Claims. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier, or his agent at the port of discharge before or at the time of the removal of the goods into custody of the person entitled to delivery thereof under the contract of carriage, or if the loss or damage be not apparent, within three days such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in this Bill of Lading.

In any event the carrier shall be discharged from all liability in respect of loss or damage unless sum is brought within one year after delivery of the goods or the date when the goods should have been delivered.

40. In accepting this Bill of Lading, Merchants undertake to indemnify the carrier against any losses that arise from or in connection with Goods lost, misplaced or damaged in any port prior to loading, post discharging and during the process of loading / discharging. Any claims arising out of or in connection with Goods misplaced or damaged must be made against the corresponding port / stevedore and Merchants undertake to accept the terms and conditions of any port at which they load / discharge Goods