Terms for Carriage

I. GENERAL PROVISIONS

1. Applicability. Notwithstanding the heading "Combined Transport", Bill of Lading the provisions set out and referred to in this document shall also apply, it the transport as described on the face of the B/L is performed by one mode of transport only. In accepting this Bill of Lading, the Merchant agrees that the receipt, custody, carriage, relay, delivery and any transshipping of the Goods are subject to the term appearing on the face and the back hereof, which shall govern the relations, whatsoever they may be, between the Merchant and the Carrier, its agents, contractors, employees, Master and vessel in every contingency occurring and whether Carrier acting as such or bailee.

2. Definitions

"Carrier" means the party on whose behalf this B/L has been signed.

"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the holder of this B/L, the Owner of the Goods, any Person owning or entitled to or claiming the possession of the Goods or of this Bill of Lading and anyone acting on behalf of this Person.

"Goods" means the whole or any part of the cargo received from the shipper and carried under this Bill of Lading and includes any packing/packaging materials, equipment or Merchant owned or leased Containers. 3. Carrier's Tariff. The terms of the Carriers applicable Tariff at the date of shipment are incorporated herein. Attention is drawn to the terms therein relating to free storage time and to container and vehicle demurrage or detention. Copies of the relevant provisions of the applicable Tariff are available from the Carrier upon request. In the case of inconsistency between this B/L and applicable Tariff this B/L terms shall prevail.

4. Time Bar. The Carrier shall be discharged from all liability whatsoever in respect of the Goods unless suit is brought within one (1) year after their delivery or the date when they should have been delivered.

5. Disputes resolution Disputes arising under this B/L and any other disputes arising out of or in connection with the carriage are governed by the laws of the Republic of Turkey. All disputes under or in connections with this B/L and carriage shall be resolved by the Istanbul Central (Çağlayan) Courts and Execution Offices. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier.

II. PERFORMANCE OF THE CONTRACT

6. Methods and Routes Of Transportation. (1) The Carrier is entitled to perform the transportation in any reasonable manner and by any reasonable means, methods and routes, (2) in accordance herewith for instance, in the event of carriage by sea vessels may sail with or without pilots, undergo repairs, adjust equipment, dry deck and tow vessels in all situations.

7. Optional Stowage. (1) Goods may be stowed by the Carrier by means of containers, trailers, transportable tanks, flats, pallets, or similar articles of transport used to consolidate goods, (2) Containers, trailers and transportable tanks, and covered flats, whether stowed by the Carrier or received by him in a stowed condition from the Merchant may be carried on or under deck without notice to the Merchant.

8. Hindrances etc. affecting performance. (1) The Carrier shall use reasonable endeavors to complete the transportation and to deliver the Goods in reasonable time and conditions at the place designated for delivery. (2) If at any time the performance of the contract as evidenced by this B/L is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage existed at the time this contract was entered into or the Goods were received for carriage), , the Carrier (Whether or not the transportation is commenced) may by its sole discretion elect to either (a) treat the performance of this contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient for the risk and account of the Merchant; or (b) Deliver the goods at the place designated for delivery by alternative route with the right of charging additional freight and other expenses if applicable. If the Carrier elects to use an alternative route or to suspend the Carriage this shall not prejudice his right subsequently to abandon the Carriage.

(3) If the goods are not taken delivery of by the Merchant within a reasonable time alter the Carrier has called upon him to take delivery, the Carrier shall be at liberty to put the goods in safe custody on behalf of the Merchant at the latter's risk and expense. (4) In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

III. CARRIER'S LIABILITY

9. Basic Liability.(1) The Carrier shall be liable for loss of or damage to the Goods occurring between the time when he receives the Goods into his charge and the time of delivery. (2) The Carrier shall be responsible for the acts and omissions of any person of whose services he makes use for the performance of the contract of carriage evidenced by this Bill of Lading. (3) The Carrier shall, however, be relieved of liability for any loss or damage if such loss or damage arose or resulted from (a) The wrongful act or neglect of the Merchant. (b) Compliance with the instructions of person entitled to give them. (c) The lack of, or defective conditions of packing in the case of Goods, (d) Handling, loading, stowage or unloading of the Goods by or on behalf of Merchant. (e) Inherent vice of the Goods. (f) insufficiency or inadequacy of marks or numbers on the Goods, covering, or unit loads. (g) Strikes or lock-outs or stoppage or restraints of labor form whatever cause whether partial or general. (h) Any cause or event which the Carrier could not avoid and the consequence whereof he could not prevent by the exercise of reasonable diligence. (4) Where under sub clause 9, (3) the Carrier is not under any liability in respect of some of the factors causing the loss or damage, he shall only be liable to the extent that those factors for which he is liable under this clause have contributed to the loss or damage, (5) The burden of proving that the loss or damage was due to one or more of the causes, or events, specified in (a), (b) and (h) of sub—clause 9,shall rest upon the Carrier, (6) When the Carrier establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, or events, specified in (c) to (g) of sub—clause9 (3) it shall be presumed that it was so caused. The Merchant shall, however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of the causes or events. (7) The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or with respect to deck cargo and live animals.

10. The Amount Of Compensation. (1) When the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the value of such Goods at the place and time they are delivered to the Merchant in accordance with the contract or should have been so delivered.

(2) The value of the Goods shall be fixed according to the commodity exchange price or if there be no such price, according to the current market price or if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality. (3) Compensation shall not, however, exceed two special Drawing Rights per kilogram of gross weight of the goods lost or damaged. (4) Higher compensation may be claimed only when, with the consent of the Carrier, the value for the Goods declared by the Shipper which exceeds the limits laid down in this Clause has been stated on the face of this Bill of Lading at the place indicated. In that case the amount of the declared value shall be substituted for that limit.

11. Special Provisions for Liability and Compensation. (1) Notwithstanding anything provided for in clauses 9 and 10 of this B/L.if it can be proved where the loss or damage occurred the Carrier and/or the Merchant, as to the liability of the Carrier, be entitled to require such liability to be determined by the provisions contained in any international convention or national law, which provisions (a) Cannot be departed from by private contract, to the detriment of the Claimant (b) Would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of transport where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply. (2) insofar as there is no mandatory law applying to carriage by sea by virtue of the provisions of sub—clause 11 (I) the liability of the Carrier in respect of any carriage by sea shall be determined by the international Brussels Convention 1924 as amended by the protocol signed at Brussels on February 23rd 1968. The Hague/Visby Rules shall also determine the liability of the Carrier in respect of carriage by inland waterways as if such carriage was carriage by sea. Furthermore, they shall apply to all Goods, whether carried on deck or under deck.

12. Delay. Departure and Arrival dates in sailing lists and other advertisements are given without any warranty, and no claims shall be acceptable for any change in the dates or even in the case of the vessel's non—departure for whatever cause. Carrier shall have the right to change sailing and arrival dates without notice. The vessel may not call at any port or ports whether scheduled or not. The Carrier does not undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular use, and the Carrier shall in no circumstances whatsoever and howsoever arising be liable for direct, indirect or consequential loss or damage caused by delay.

13. Notice of loss of or Damage to the Goods. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier or his agents at the Place of Delivery (or Port of Discharge if no Place of Delivery is named on the reverse hereof) before or at the time of removal of the Goods or if the loss or damage is not apparent within three days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this bill of lading.

14. Defenses and Limits for the Carrier, Servants, etc. (1) The defenses and limits of liability provided for in this B/L shall apply in any action against the Carrier for loss or damage to the Goods whether the action be founded in contract or in tort. (2) The Merchant undertakes that no claim shall be made against any servant, agent or other persons whose services the Carrier has used in order to perform this contract and if any claim should nevertheless to made, to indemnify the Carrier against alt consequences thereof. (3) However, the provisions of this B/L apply whenever claims relating to the performance of this Contract are made against any servant, agent or other persons whose services the Carrier has used in order to perform this contract, whether such Claims are founded in contract or in tort. In entering in to this contract, the Carrier to the extent of such provisions does so not only his own behalf but also as agent or trustee for such persons. The aggregate liability of the Carrier and such persons shall not exceed the limits in Clauses 10 and 24, respectively.

IV DESCRIPTION OF GOODS

15. Carrier's Responsibility. (1) The information in this B/L shall be prima facie evidence of the taking in charge by the Carrier of the goods as described by such information unless a contrary indication such as "Shippers weight, load and count", "shipper— packed container" or similar expressions, have been made in the printed text or superimposed on the B/L. Proof to the contrary shall not be admissible, when the B/L has been transferred, or the equivalent electronic data interchange message has been transmitted to and acknowledged by the Consignee who in good faith has relied and acted thereon. The Carrier or his agent shall not be liable for loss or damage in the goods during the period before loading and after discharge from the vessel, howsoever such loss or damage arises. Goods in the custody of the Carrier or his servants before loading or after discharge, whether being forwarded to or from the vessel or whether awaiting shipment landed or stored, or not or pending transshipment al any of the whole transport are in such custody at the sole risk of the Merchant and the Carrier shall not be liable for loss or damage arising or resulting from any cause whatsoever. (2) The Carrier shall not be liable for loss of or damage to the Goods caused by: (a) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or (b) the unsuitability of the Goods for carriage in the Container supplied or for carriage by Container between the Ports or Places specified herein, or (c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this unsuitability or defective condition would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or (d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or before the refrigerated Container has been properly pre-cooled to the correct carrying temperature. (3) Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Bill of Lading and extra Freight paid. If a carrying temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius while the Goods are in its possession. (4) The Carrier shall be not responsible for the technical condition and the functioning of refrigerated containers, provided by the Merchant (SOC), unless malfunction cased by the Carrier's misconduct of negligence. (5) The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialized machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper. (6) The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier. The Carrier will not accept responsibility for the recording of temperatures in any form other than any reefer log book maintained on board the Vessel. The Carrier does not accept to comply with any governmental program or protocol unless noted on the front hereof and additional Freight is paid. (7) The Carrier shall not be liable for any loss, damage, delay, additional costs, liabilities or inability to perform the Carriage arising directly or indirectly from drone or unmanned aerial vehicle (UAV) attacks, missile attacks, acts of war or warlike operations, terrorism, sabotage, military operations, attacks against ports, terminals, inland depots, rail infrastructure, vessels or other transport facilities, closure of ports or terminals by governmental or military authorities, or any security measures adopted in response to such events.

16. Merchant's Responsibility. (1) The Merchant shall be deemed to have guaranteed to the Carrier the accuracy, at the time the goods were taken in charge by the Carrier, of the description of the goods, marks, number, quantity and weight, as furnished by him, and the Merchant shall indemnify the Carrier against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. The right of the Carrier to such indemnity shall in no way limit responsibility and liability under this B/L to any person other that the Merchant. The Merchant shall remain liable even if the B/L has been transferred by him. (2) All of the persons coming within the definition of Merchant in Clause 2 shall be jointly and severally liable to the Carrier for the due fulfilment of all obligations undertaken by the Merchant in this Bill of Lading. Such liability shall include but not be limited to court costs, expenses and reasonable attorney's fees incurred in collecting charges and sums due to the Carrier. (3) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without prejudice to the generality of the foregoing, Freight for any additional carriage undertaken) incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, or the discovery of any drugs, narcotics or other illegal substances within containers packed by the Merchant or inside Goods supplied by the Merchant and shall indemnify the Carrier in respect thereof. Should the Carrier in accordance with requirements of customs, port and other authorities is obliged to arrange re-export of the Goods such carriage shall be subject to standard terms and conditions of this Bill of Landing and applicable Carrier's Tariff. (4) If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay. The Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses, and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage, and storage charges for the Goods and/or the Container. (5) The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use. (6) IT IS THE MERCHANT'S OBLIGATION TO SET AND/OR CHECK THAT THE TEMPERATURE CONTROLS ON THE REFRIGIRATED CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The Carrier has the right but not the obligation to refuse to accept any Container loaded by the Merchant for shipment where the Goods are not or were not loaded into the Container within plus or minus 2 degrees Celsius of the contracted carrying temperature. (7) The Merchant must take note that refrigerated Containers are not designed: (a) to cool or freeze Goods which have been loaded into a Container at a temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage; nor (b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container.

17. Shipper-packed containers, etc. (1) If a container has not been filled, packed or stowed by the Carrier, the Carrier shall not be liable for any loss of or damage to its contents and the Merchant shall cover any loss or expense incurred by the Carrier, if such loss, damage or expense has been caused by (a) the negligent filling, packing or stowing of the container, (b) the contents being unsuitable for carriage in container or (c) the unsuitably or defective condition of the container or the incorrect setting of any refrigeration controls thereof unless the container has been supplied by the Carrier and the unsuitability or defective condition would not have been apparent upon reasonable inspection at or prior to the lime when the container was filled, packed or stowed. (2) The provisions of sub—clause (1) of this clause also applies with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the Carrier.

(3) The Carrier does not accept liability for damage due to the unsuitability or defective condition or reefer equipment or trailers supplied by the Merchant. (4) The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.

18. Dangerous Goods. (1) The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall fully inform the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside of the packaging inside the Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention. If any such Goods are delivered to the Carrier without obtaining his consent and/or such marking, or if in the opinion of the Carrier the Goods are or are liable to become of a dangerous, noxious, hazardous, flammable or damaging nature, they may at any time or place be unloaded, destroyed, disposed of, abandoned or rendered harmless without compensation to the Merchant and without prejudice to the Carriere's right to Freight or compensation of any additional charges thereof. (2) The Merchant warrants that such Goods are packed in a manner adequate to withstand the risks of Carriage having regard to their nature and in compliance with all laws, regulations or requirements which may be applicable to the Carriage. (3) The Merchant shall indemnify the Carrier against all claims, liabilities, loss, damage, delay, costs, fines and/or expenses arising in consequence of the Carriage of such Goods, and/or arising from breach of any of the warranties in clause (2) including any steps taken by the Carrier pursuant to clause (1) whether or not the Merchant was aware of the nature of such Goods. (4) Nothing contained in this clause shall deprive the Carrier of any of his rights provided for elsewhere.

19. Return of Containers. (1) Containers, pallets or similar articles of transport supplied by or on behalf of the Carrier shall be returned to the Carrier in the same order and condition as handed over to the Merchant normal wear and tear excepted, with interiors clean and odors free, to the point or place designated by the Carrier, within the time prescribed in the Carrier Tariff or elsewhere. (2) The Merchant shall be liable for any loss of damage to or delay including demurrage of such articles incurred during the period between handing over to the Merchant and return to the Carrier for carriage. (3) The Merchant is liable for any loss of damage to or delay including demurrage of such articles incurred during the period between handing over to the Merchant and return to the Carrier, (4) In case the containers are not returned to owner's depot within 90 (ninety) days after discharge or after picking up, in addition to the demurrage charges, the value of the containers USD 3 500,00 per 20' dry container USD 4 500,00 per 40' dry container and USD 20 000,00 per reefer container shall apply. In the event the amount of demurrage exceeds the value of the container, the carrier is under no obligation to accept value of container as compensation of container demurrage. In case the cargo is not received by the receiver and/or the holder of Bills of Lading then the Merchant and the receiver/the holder of bill of lading shall be mutually and severely responsible for the demurrage/detention and the relevant costs and expenses.

V. FREIGHT AND LIEN

20. Freight. (1) Freight shall be deemed earned when the Goods have been taken in charge of the Carrier and shall be paid in any event; Carrier shall be entitled to all Freight under all circumstances, ship and/or cargo lost or not lost, or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deduction. (2) The Merchant's attention is drawn to the stipulations concerning currency in which the freight and charges are to be paid, rate of exchange, devaluation and other contingencies relative to freight and charges in the relevant tariff conditions. If no such stipulation as to devaluation exists or is applicable the following shall apply: if the currency in which freight and charges are quoted is devalued between the date of the freight agreement and the date when the freight and charges are paid, then all freight and charges shall be automatically and immediately increased in proportion to the extent of the devaluation of the said currency. (3) For the purpose of verifying the freight basis, the Carrier reserves the right to have the contents of containers, trailers or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the goods.

21. Lien. (1) The Carrier, its servants or agents shall have a lien on the Goods and any document relating thereto for freight and for general average contributions to whomsoever due. For any amount due under this contract and for the costs of recovering same, The Carrier, its servants or agents may enforce such lien in any reasonable manner. (2) Including sale or disposal of the goods. The Carrier may exercise its lien at any time and any place in its sole discretion, through the action of any servant, agent or Subcontractor, whether the contractual carriage is completed or not. The Carrier's lien shall also extend to cover the cost and legal expense of recovering any sums due. The Carrier shall have the right to sell any Goods lined by public auction or private treaty, without notice to the Merchant Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realized by such sale.

VI. MISCELLANEOUS PROVISIONS

22. General Average. (1) General Average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York—Antwerp Rules 1994, or any modification thereof, this covering all goods whether carried on or under deck. The New Jason Clause as approved by BIMCO to be considered as incorporated herein. (2) Such security, including such cash deposit as the Carrier may deem sufficient to cover the estimated-contribution of the goods and any salvage and special charges thereon, snail, if required, be submitted to the Carrier prior to delivery or forwarding of the goods. (3) In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, 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 cargo. If a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers.

23. Both-to-Blame Collision Clause. The Both-to-Blame Collision Clause as adopted by BIMCO to be considered incorporated herein.

24. War, Strike, etc. (a) The Master and the Carrier shall have liberty to comply with any directions or recommendations in connection with the transport under this contract given by any Authority, or anybody acting to act on behalf of such Authority, having under, the terms of the insurance on the vessel right to give, such orders or directions,

(b) Should it appear that the performance of the transport would expose the vessel or any goods onboard to risk of seizure or damage or delay, resulting from strikes, war, warlike operations, including, without limitation, drone or unmanned aerial vehicle (UAV) attacks, missile attacks, cyber-attacks affecting transport infrastructure, attacks against ports, terminals, inland depots, rail infrastructure, vessels or other transport facilities, closure of ports or terminals by governmental or military authorities, and any security measures adopted in response thereto, ice conditions, riots, civil commotion, piracy, or labor troubles, or that any such risk has increased, the Master may discharge the cargo at port of loading or any other safe and convenient port. (c) Should it appear that epidemics, quarantine, ice-labor troubles, labor obstructions, strikes, lock-outs, any of which onboard or on shore-difficulties in loading or discharging would prevent the vessel from leaving the port of loading or reaching or entering the port of discharging of there discharging in the usual manner or leaving again, all of which safety and without delay, the master may discharge the cargo at port of loading or any other safe and convenient port. (d) The discharge under the provisions of this clause of any cargo for which a B/L has been issued shall be deemed due fulfillment of the contract. If in connection with the exercise of any liberty under this clause any extra expenses are incurred, they shall be paid by the Merchant in addition the freight, together with return freight and a reasonable compensation for any extra services rendered to the goods. (e) If any situation referred to in this clause may be anticipated, or if for any such reason the vessel cannot safely and without delay reach or enter the loading port or must undergo repairs, the Carrier may cancel the contract before the B/L is issued.

25. Loading, Discharging and Delivery. (1) Loading, Discharging and Delivery of the cargo shall be arranged by the Carrier's Agent unless otherwise agreed, landing, storing and delivery shall be for the Merchant's account. Loading and discharging may commence without previous notice. The Merchant or his assignee shall render the goods when the vessel is ready to load and as fast as the vessel can receive and - but only if required by the Carrier - also outside ordinary working hours not withstanding any custom of the port. Otherwise, the Carrier shall be relieved or any obligation to load such cargo and the vessel may leave the port without further notice and dead freight is to be paid. The Merchant or his assignee shall take delivery of the goods and continue to receive the goods as fast as the vessel can deliver and — but only if required by the Carrier - also outside ordinary working hours not withstanding any custom of the port. Otherwise, the Carrier shall be at liberty to discharge the goods and any discharge to be deemed a true fulfillment of the contract, or alternatively to act under clause 24. (2) The Merchant shall bear all overtime charges in connection with tendering and taking delivery of the goods as above, if the goods are not applied for within a reasonable time the carrier may sell the same privately or by auction. The Merchant shall accept his reasonable proportion of unidentified loose cargo.

26. Sanctions Clause. The Merchant warrants throughout the duration of this Carriage that: (a) it is not the subject of any Sanctions or Sanction Lists or owned, in whole or in part, by any entity or person subject of same; (b) it shall comply with all Sanctions; and (c) the booking and carriage of the Cargo is not subject to any Sanctions. The Carrier shall have the right to perform or suspend delivery if the Carrier becomes aware that the Merchant is or may be, in the Carrier's judgment, in breach of the above warranties (whether as a result of any action and/or omission) or that the Carriage or the Goods poses in the Carrier's judgment the potential for the imposition of Sanctions against the Carrier or the Merchant, whichever the Carrier in his absolute discretion considers most appropriate. The Carrier shall also be entitled to exercise any and all rights as per Clause 8 above.

27. Charges, Costs, Expenses, Duties, Taxes And Fines. (1) The Merchant shall be liable for all costs and expenses of fumigation, gathering and sorting loose cargo and weighing onboard, repairing damage to and replacing packing due to excepted causes, and any extra handling of the cargo for any of the aforementioned reasons. (2) The Merchant shall be liable for any dues, duties, taxes and charges which under any denomination may be levied, inter alia, on the basis of freight, weight of cargo or tonnage of the Vessel. (3) The Merchant shall be liable for all fines, penalties, costs, expenses and losses which the Carrier, Vessel or cargo may incur through nonobservance of Customs House and/or import or export regulations. (4) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements or value of the cargo to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier shall have the right to obtain from the Merchant the original invoice and to have the cargo inspected and its contents, weight, measurement or value verified. (5) The merchant shall comply with all regulations and requirements of port and other authorities, and shall bear and pay all costs caused or incurred by reason of storage, excess storage, demurrage, terminal handling and other services and charges incurred in the performance of sea transportation charges, in accordance with applicable Carrier's Tariff.

28. Separability And Variation Of Terms, Final Contract/ The terms of this Bill of Lading shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This Bill of Lading is the final contract between the parties which supersedes any prior agreement or understanding, whether in writing or verbal, save where this Bill of Lading has been issued pursuant to another contract between the Merchant and the Carrier, when such other contract and this Bill of Lading shall be construed together. This Bill of Lading and its terms and conditions may not be changed orally.