

**LIMITED LIABILITY COMPANY FESCO INTEGRATED TRANSPORT
MULTIMODAL TRANSPORT BILL OF LADING**

1. DEFINITIONS.

1.1. "Carrier" means Limited Liability Company FESCO Integrated Transport.

1.2. "Multimodal Transportation" means carriage of the Goods under this Bill of Lading by the Carrier or by its agent from the place of receipt from the Merchant or its agent to the place of delivery to the Merchant or its agent.

1.3. "Merchant" means and includes the Shipper, the Consignee, the Consignor, the Holder of this Bill of Lading, the Receiver and the Owner of the Goods, all of whom shall be jointly and severally liable to the Carrier for the payment of all freight and charges, and for the performance of the obligations of any of them under this Bill of Lading.

1.4. "Subcontractor" means any person, corporation, or other legal entity that performs any of the Carrier's obligations under this Bill of Lading, including but not limited to subcarriers, stevedores, terminal operators, warehousemen, truckers, and agents, and including the Subcontractor's own subcontractors.

1.5. "Goods" mean any property as well as containers, pallets or similar articles of transport or packaging not supplied by the Carrier, irrespective of whether such property is to be or is carried on or under deck.

2. ISSUANCE OF BILL OF LADING.

2.1. By issuance of this Bill of Lading the Carrier undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the Goods are taken in charge (place of receipt (port of loading) evidenced in this Bill of Lading) to the place of delivery (port of discharge) designated in this Bill of Lading. The Carrier assumes liability as set out in these conditions.

2.2. If this bill of lading is negotiable then this Bill of Lading shall constitute title to the Goods and the Holder, by endorsement of this Bill of Lading, shall be entitled to receive or to transfer the Goods herein mentioned.

2.3. If required by the Carrier, this Bill of Lading duly endorsed must be surrendered in exchange for the Goods. If duplicate originals of this Bill of Lading are issued, and if one of the originals is surrendered to the Carrier or its agents, then the others shall become void.

2.4. The terms of this Bill of Lading are severable, and if any part or term is declared invalid or unenforceable, the validity or enforceability of any other part or term shall not be affected.

2.5. If besides this Bill of Lading, a contract of carriage of the Goods exists between the Carrier and the Merchant, in cases of conflict between the terms of this Bill of Lading and said contract, the terms of the contract shall prevail.

3. DESCRIPTION OF GOODS.

3.1. 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 all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity, as furnished by him or on his behalf for insertion on the Bill of Lading. The Merchant shall indemnify the Carrier against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

3.2. The Carrier shall not be liable for any loss, damage or expense caused by defective or insufficient packing of Goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Carrier or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Carrier if a defect or unsuitability of the container or other transport units supplied by the Merchant or if supplied by the Carrier if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Carrier against all loss, damage, liability and expense so caused.

4. DELIVERY GOODS IN CONTAINERS.

4.1. CONTAINERS PROVIDED BY MECHAN T

4.1.1. If the Goods received by the Carrier is in a container packed by or on behalf of the Merchant this Bill of Lading is evidence only of the receipt of the number of containers shown on the face of this Bill of Lading. The quality, weight and condition of the contents are unknown to the Carrier, which accepts no responsibility for the accuracy of those or any other particulars of the contents.

4.1.2. The Merchant warrants that the stowage of the contents and the closing and sealing of the container is safe and proper, and that the containers and their contents are suitable for handling and carriage. If the Merchant breaches any of these warranties, the Merchant and not the Carrier shall be responsible for, and the Merchant shall indemnify and hold the Carrier harmless from, any resulting loss or damage to persons or property.

4.1.3. If the container is delivered by the Carrier with seals intact, such delivery shall be deemed to be full and complete performance of the Carrier's obligations under this Bill of Lading, and the Carrier shall not be liable for any loss of or damage to the contents of the container.

4.1.4. At the authority's request the Carrier is to open any container, whether packed by the Merchant or not, and to inspect its contents, without notice to the Merchant at the risk and expense of the Merchant.

4.1.5. If any seal on a container is broken by Customs or other authority for inspection of its contents, the Carrier shall not be liable for any resulting loss, damage, or expense.

4.2. CARRIER'S CONTAINERS

4.2.1. When Goods are not already packed into a container at the time of receipt of the Goods by the Carrier, the Carrier shall be at liberty to pack and carry the Goods in any type of container.

4.2.2. The Merchant assumes full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's containers and other equipment if the loss or damage is caused or occurs while in the possession or control of the Merchant, his agents, or other carriers engaged by or on behalf of the Merchant.

4.2.3. The Carrier shall not be liable for, and the Merchant shall indemnify and hold the Carrier harmless from any loss or damage to property caused by the Carrier's container or its contents while in the possession or control of the Merchant, his agents, or other carriers engaged by or on behalf of the Merchant.

4.2.4. The Merchant is responsible for returning empty containers provided by the Carrier with interiors swept and cleaned to the place

**LIMITED LIABILITY COMPANY FESCO INTEGRATED TRANSPORT
MULTIMODAL TRANSPORT BILL OF LADING**

of discharge or to the place otherwise designated by the Carrier, his servants or agents within the time prescribed by the Carrier's applicable tariff. Should a container not be returned within the prescribed time the Merchant shall be responsible for all resulting demurrage, detention, per diem or storage charges at the rates specified in the applicable tariff or as charged Carrier by third parties, together with any expenses incurred by the Carrier in seeking the return of the container.

4.2.5. If the Goods packed into the Carrier's containers are to be delivered under Merchant's haulage beyond the port of discharge or place of delivery stated in the present Bill of Lading a separate agreement shall be made. Such agreement is made between the Carrier and the Merchant or his agent who provides the original of this Bill of Lading against receiving of the Goods at the port of discharge or place of delivery. The agreement stipulates the responsibility of the Merchant for safekeeping and returning empty container at the place indicated by the Carrier and for any demurrage and additional expenses which may occur because of the container. In this case the Carrier has the right to demand providing a copy of the property insurance policy from the Merchant.

4.2.6. The Merchant is responsible for any damage or breakage of containers provided by the Carrier. In case of damage or breakage of the Carrier's container during the period of its use by the Merchant, the latter shall reimburse the Carrier for the cost of repair of the container. In case the Carrier decides that it is impossible or not reasonable to repair the container such container shall be deemed lost and the Merchant shall pay to the Carrier the damages at the rate established by the Carrier's tariff.

5. DANGEROUS GOODS AND INDEMNITY.

5.1. The Merchant shall comply with rules which are mandatory according to the national law or by reason of international Convention, relating to the carriage of Goods of a dangerous nature, and shall in any case inform the Carrier in writing of the exact nature of the danger, before Goods of a dangerous nature are taken in charge by the Carrier and indicate to him, if need be, the precautions to be taken.

5.2. Such written application must accurately state the technical name of the Goods, the class and nature of the Goods, as well as how they are dangerous and the method of rendering them innocuous, together with the full names and addresses of the Shipper and the Consignee.

5.3. The Merchant shall distinctly and permanently mark the technical name, class, nature and danger of such Goods on the outside of the package or container containing the Goods.

5.4. The Merchant shall submit all documents or certificates in connection with such Goods required by any applicable statute or regulation, or by the Carrier.

5.5. If the Merchant fails to provide such information and the Carrier is unaware of the dangerous nature of the Goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Carrier against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

5.6. The burden of proving that the Carrier knew the exact nature of the danger constituted by the carriage of the said Goods shall rest on the Merchant.

5.7. If any Goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Carrier he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising there from.

6. DELIVERY.

6.1. Without notice to the Merchant, the Carrier has the liberty to carry the Goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the Goods.

6.2. Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this Bill of Lading, or when the Goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the Goods must be handed over, or such other place at which the Carrier is entitled to call upon the Merchant to take delivery.

6.3. If the Goods cannot be found at the port of discharge or place of delivery, or if they are miscarried when found they may be forwarded to their intended port of discharge or place of delivery, but the Carrier shall not be liable for any loss, damage, delay, or depreciation arising from such forwarding.

6.4. The Carrier shall also be entitled to store the Goods at the sole risk of the Merchant, and the Carrier's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Carrier.

6.5. If at any time the carriage under this Bill of Lading is or is likely to be affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of the Carrier or the Merchant and which cannot be avoided by the exercise of reasonable endeavors the Carrier may:

abandon the carriage of the Goods under this Bill of Lading and, where reasonably possible, place the Goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Carrier in respect of such Goods shall cease. In any event, the Carrier shall be entitled to full freight under this Bill of Lading and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

6.6. If the Goods received by the Carrier are in containers packed by or on behalf of the Merchant, the Carrier shall be responsible only to deliver the total number of containers received. The Carrier shall not be required to deliver the Goods in the containers.

6.7. The Carrier is not responsible to notify, in writing or otherwise, the Merchant or others of the arrival, discharge, or disposition of the Goods, any custom to the contrary notwithstanding, and notwithstanding any notation on the face of this Bill of Lading that there is a notify party.

7. FREIGHT AND CHARGES.

7.1. Goods received by the Carrier will not be delivered and cannot be taken or disposed of by the Merchant except upon the Carrier's

**LIMITED LIABILITY COMPANY FESCO INTEGRATED TRANSPORT
MULTIMODAL TRANSPORT BILL OF LADING**

consent and after payment of full freight and charges due under this Bill of Lading.

7.2. If the Goods are not delivered to Carrier prior to vessel cutoff, , and unless the failure to deliver arises in the course of Multimodal Transportation and is caused by the failure of the Carrier, dead freight shall be paid by the Merchant.

7.3. Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Carrier at the moment when the Goods have been taken in his charge, and not to be returned in any event

7.4. Freight and all other amounts mentioned in this Bill of Lading are to be paid in the currency named in this Bill of Lading or, at the Carrier's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the Goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Carrier on the date of this Bill of Lading.

7.5. All dues, taxes and charges or other expenses in connection with the Goods shall be paid by the Merchant.

Where equipment is supplied by the Carrier, the Merchant shall pay all demurrage, detention, per diem or storage charges which are not due to a fault or neglect of the Carrier.

7.6. The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, lockouts, government directions or force majeure.

7.7. The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the Goods but the Carrier has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Carrier for his Inspection costs and losses of freight on other Goods notwithstanding any other sum having been stated on this Bill of Lading as freight payable.

7.8. Despite the acceptance by the Carrier of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this Bill of Lading the Merchant shall remain responsible for such money prior to the receipt by the Carrier all sum.

8. CARRIER'S LIABILITY

8.1. The responsibility of the Carrier for the Goods under these conditions covers the period from the time the Carrier has taken the Goods in his charge to the time of their delivery.

8.2. The Carrier shall be liable for loss or damage to the Goods, if the occurrence which caused the loss, damage took place while the Goods were in his charge, unless the Carrier proves that no fault or negligence of his own, his servants or agents has caused or contributed to such loss, damage.

8.3 Save as otherwise provided herein, the Carrier shall in no

circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.8.4. When the Carrier establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in subparts a - e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events;

a) an act or omission of the Merchant, or person other than the Carrier acting on behalf of the Merchant or from whom the Carrier took the Goods in charge;

b) insufficiency or defective condition of the packaging or marks and/or numbers;

c) handling, loading, stowage or unloading of the Goods by the Merchant or any person acting on behalf of the Merchant;

d) inherent vice of the Goods;

e) strike, lockout, stoppage or restraint of labour.

8.4. The Carrier has to deliver the Goods to the place of delivery, designated in the Bill of Lading, during the reasonable period by usual rout, taking into account specific circumstances of carriage.

8.5. If the Goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 8.3. f the claimant may, in the absence of evidence to the contrary, treat the Goods as lost.

8.6. The Carrier does not undertake that the Goods will arrive at the port of discharge or place of delivery at any particular time or in time to meet any particular market or use, and the Carrier shall not be liable for any direct or indirect loss or damage that is caused by delay.

9. LIABILITY OF SUBCONTRACTORS, SERVANTS AND OTHER PERSONS.

9.1. The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage, or carriage of the Goods or any other duties undertaken by the Carrier in relation to the Goods.

9.2. Without prejudice to the foregoing, in any claim by the Merchant against a Subcontractor regarding loss or damage to the Goods, third party claims, handling, storage, or carriage of the Goods, every such Subcontractor shall have the benefit of all provisions, including provisions limiting liability for loss or damage to cargo, in this Bill of Lading as if such provisions were expressly for the Subcontractor's benefit, and in entering into this contract the Carrier, to the extent of these provisions, does so not only on its own behalf, but also as agent for the Subcontractors, all of whom will to this extent be deemed to be parties to the contract contained in or evidenced by this Bill of Lading.

9.3. Conditions of this clause apply whenever claims relating to the performance of the contract evidenced by this Bill of Lading are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Carrier and of such servants, agents or other persons shall not exceed the limits in

**LIMITED LIABILITY COMPANY FESCO INTEGRATED TRANSPORT
MULTIMODAL TRANSPORT BILL OF LADING**

clause 7.

9.4. In entering into this contract as evidenced by this Bill of Lading the Carrier, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract,

9.5. However, if it is proved that the loss of or such loss or damage to the Goods resulted from a personal act or omission of such a person referred to in Clause 1.4., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 10.

9.6. The aggregate of the amounts recoverable from the Carrier and the persons referred to in Clause 1.4. shall not exceed the limits provided for in these conditions.

10. LIMITATION OF CARRIER'S LIABILITY (NON-U.S. TRADES).

10.1. Assessment of compensation for loss or damage to the Goods shall be made by reference to the value of such Goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this Bill of Lading, they should have been so delivered.

10.2. The value of the Goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of Goods of the same name and quality.

10.3. Subject to the provisions of subclauses 10.4. to 10.9. inclusive, the Carrier shall in no event be or become liable for any loss of or damage to the Goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the Goods lost or damaged, whichever is the higher, unless the nature and value of the Goods shall have been declared by the Merchant and accepted by the Carrier before the Goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the Bill of Lading by him, then such declared value shall be the limit.

10.4. Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the Bill of Lading as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

10.5. Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of Goods by sea or by inland waterways, the liability of the Carrier shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the Goods lost or damaged.

10.6. When the loss of or damage to the Goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Carrier's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

10.7. If the Carrier is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the Goods, the liability of the Carrier shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this Bill of Lading.

10.8. The aggregate liability of Carrier shall not exceed the limits of liability for total loss of the Goods.

11. LIMITATIONS OF LIABILITY (U.S.A. TRADES).

11.1 All shipments to or from the U.S.A. are subject to the Carriage of Goods by Sea Act (COGSA), 46 U.S. Code 1300, *et seq.* or any successor statute thereto and to all notice requirements and limitations of liability set for the therein.

11.2 For shipment to or from ports in the USA, neither the Carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the transportation of the Goods in an amount exceeding \$500.00 per package lawful money of the United States, or in the case of Goods not shipped in packages, per customary freight unit, or the equivalent of that sum in other currency, unless the nature and the value of the Goods has been declared by the Merchant before shipment and inserted on this Bill of Lading and extra freight paid in accordance with subsection (3) below.

11.3 The Carrier's liability may be increased to a higher value by a declaration in writing of the value of the Goods by the shipper upon delivery to the Carrier of the Goods for shipment, such higher value being inserted on the front of this Bill of Lading in the space provided and, if required by the Carrier, extra freight paid. In such case, if the actual value of the Goods shall exceed such declared value the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

12. LIBERTIES.

12.1. In any situation, whether or not existing or anticipated before starting of the delivery which in the judgment of the Carrier (including but not limited to the persons referred to in Clause 1.4) has given or is likely to give rise to danger, injury, loss, or delay to the vessel or other means of the delivery, any person, the Goods, or any property, or has made or is likely to make it unsafe, impracticable, unlawful, or against the interest of the Carrier or the Merchant to start the delivery, to continue the delivery, to discharge the Goods at the port of discharge, or to deliver the Goods at the place of delivery, the Carrier shall be entitled to the following:

a) unpack the containers or otherwise dispose of the Goods in such manner as the Carrier may consider advisable, at the risk and expense of the Merchant,

b) before the Goods are loaded onto the vessel or other means of transport to cancel the contract of carriage without compensation to the Merchant and to require the Merchant to take the Goods under his charge and, upon its failure to do so, to store the Goods at a place selected by the Carrier, at the risk and expense of the Merchant

c) if the Goods are at a place awaiting transshipment to terminate the delivery there and to store the Goods at a place selected by the Carrier at the risk and expense of the Merchant

**LIMITED LIABILITY COMPANY FESCO INTEGRATED TRANSPORT
MULTIMODAL TRANSPORT BILL OF LADING**

d) if the Goods are on the vessel or other means of transport to discharge the Goods or any part of them at a port or place selected by the Carrier or to carry them back to the port of loading or place of receipt and there discharge them, at the risk and expense of the Merchant.

After any action taken according to subclauses a-d the Carrier shall be free from any responsibility for further carriage of the Goods.

12.2. The Merchant shall reimburse the Carrier for all extra freight, charges and expenses incurred for any actions taken according to subclause 12.1 including delay or expense to the vessel and the Carrier shall have a lien upon the Goods to that extent.

12.3. The situations referred to in subclause 12.1. shall include but not be limited to those caused by the existence or apprehension of war, hostilities, riots, civil commotions, or other disturbances, closure of, obstacle in, or danger to any port or seaway, blockage, prohibition or restriction on commerce or trading, quarantine, sanitary or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or the persons referred to in Clause 1.4. congestion of port, wharf, sea terminal, or similar place, shortage, absence, or obstacles of labor or facilities for loading, discharge, delivery or other handling of the Goods, epidemics or diseases; bad weather, shallow water, ice, landslip, or other obstacles to navigation or transport.

12.4. Actions the Carrier takes under Clause 12 shall be deemed to be included within the contractual carriage and such actions or consequences resulting therefrom shall not be considered a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all limitations of liability, rights and immunities contained in this Bill of Lading.

13. LIEN ON GOODS.

13.1. The Carrier shall have a lien on the Goods, which lien shall survive delivery, for all freight, dead freight, demurrage, detention, damages, general average contributions, storages charges, container per diem, expenses and any other sums (including costs and reasonable attorney fees for recovering the sums) due to the Carrier under this or any other contract of carriage by the Merchant.

13.2. The Carrier may exercise his lien at any time and at any place at his sole discretion, whether the contractual carriage is completed or not and may exercise the lien to recover payment for any other shipments for which Merchant has not made paid for the services described in Clause 13.1 hereof.

13.3. For the purpose of recovering the sums due, the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant, at any time and at any place at the sole discretion of the Carrier. If proceeds of the sale of the Goods fail to cover the amount due and the cost and fees incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

13.4. If the Goods are unclaimed for a reasonable time, or whenever in the Carrier's opinion the Goods will deteriorate or depreciate, the Carrier may at its discretion exercise its lien or sell, abandon, or otherwise dispose of such Goods at the risk and expense of the Merchant.

14. NOTICE OF CLAIM AND TIME FOR SUIT AGAINST CARRIER.

14.1. Unless notice of loss or damage to the Goods and the general nature of such loss or damage is given in writing to the Carrier at the port of discharge or place of delivery before or at the time of the Goods or, if the loss or damage is not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described on the face of this Bill of Lading.

14.2. The Carrier and the vessel shall be discharged from all liability in respect of loss or damage to or in connection with the Goods, including but not limited to liability for damage, non-delivery or mis-delivery, unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered. Suit shall not be considered to have been "brought" within the time specified unless process shall have been served on and jurisdiction obtained over the Carrier within such time.

15. PARAMOUNT CLAUSES.

These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this Bill of Lading.

With respect to trades other than the U.S. trades, the Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968 as enacted in the Country of Shipment, shall apply to all carriage of Goods by sea and also to the carriage of Goods by inland waterways, and such provisions shall apply to all Goods whether carried on deck or under deck.

With respect to the U.S.A. trades, the U.S. Carriage of Goods by Sea Act, as amended, 46 U.S. Code 1300, *et seq.* or any successor thereto shall apply to all carriage of Goods by sea and also to the carriage of Goods by inland waterways, and such provisions shall apply to all Goods whether carried on deck or under deck.

16. GENERAL AVERAGE

The Merchant will reimburse the Carrier for any costs in respect of any claim for General Average, which may be brought against him, and the Merchant is to provide the Carrier such a guarantee, which may be required by him in this regard. General Average regulated in London in accordance with York-Antwerp rules, 1994, or its modern editions.

17. CARRIER'S TARIFF.

This Bill of Lading is issued subject to the Carrier's applicable tariff. A copy of the applicable tariff is obtainable from the Carrier upon request.

18. JURISDICTION AND APPLICABLE LAW.

18.1. Actions against the Carrier may be instituted only in the Russian Federation, and shall be decided according to the law of the Russian Federation.