



FORWARDER'S CARGO RECEIPT

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These Terms and Conditions govern services of any kind by Sea Shipping Line relating or ancillary to this Forwarder's Cargo Receipt for carriage, receipt, custody, consolidation, handling, storage, distribution and/or forwarding of any goods of the exporter, importer, sender, receiver, owner, consignor, consignee, transferor and transferee (hereafter "Customer"). Customer's attention is directed to the Clauses hereof which exclude or limit the liability of Sea Shipping Line and other parties, and to those which require Customer to indemnify Sea Shipping Line in certain circumstances.

1. Sea Shipping Line undertakes to receive the goods on behalf of Customer, to hold the same, and/or to deliver or forward the goods (or to arrange such receipt, holding, delivery and/or forwarding) for transportation by motor, rail, water or air carriers for distribution and ultimate delivery to the persons identified by Customer. Sea Shipping Line is authorized to select and engage carriers, truckmen, lightermen, forwarders, customhouse brokers, agents, sub-agents, warehousemen and others, as reasonably required in Sea Shipping Line's judgment, to transport, store, consolidate and forward the goods. All such persons shall be considered agents or contractors of Customer, and not of Sea Shipping Line. Sea Shipping Line may deliver or forward the goods to such persons subject to the terms, conditions, rules, regulations, tariffs, or requirements of such persons, including those relating to limitation of liability for loss, damage, expense or delay, whether printed, stamped or written or appearing in bills of lading, receipts, or otherwise, and Customer acknowledges that it shall be bound by such terms, conditions, rules, regulations, tariffs, or requirements
2. Unless express written instructions are received from Customer, Sea Shipping Line has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Unless otherwise agreed, Sea Shipping Line may without notice use any method available at its discretion, and all risk and/or expenses incurred in using such method shall be for the account of Customer.
3. In receiving the goods and performing the services covered by these Terms and Conditions, Sea Shipping Line is acting only as the agent of Customer and not as a carrier, transporter or distributor of the goods. Sea Shipping Line assumes no liability as a carrier and is not responsible for any loss, damage or expense to the goods or for any other loss or damage except as specifically provided herein. Sea Shipping Line shall only be liable to Customer for any loss, damage, expense or delay to the extent that Sea Shipping Line fails to exercise due diligence and to take reasonable measures in the performance of its duties, and then only for loss, damage or expense which occurs when Sea Shipping Line has exclusive physical custody of the goods. From and after the delivery of the goods to any third party in accordance with these Terms and Conditions, the sole responsibility and liability for the care, custody, carriage, and delivery of the goods and any loss, damage or expense shall be that of said third party and not that of Sea Shipping Line.
4. Liability of Sea Shipping Line for any loss, damage, expense or delay, the value of the goods shall be the lesser of (i) the invoice value or (ii) USD\$50 per package, or in the case of goods not shipped in packages USD\$50 per customary shipping unit.
5. Sea Shipping Line shall in no event be liable for consequential, indirect, special, or punitive damages of any kind, including but not limited to lost profit, lost revenue, loss of reputation, or loss of market.
6. Customer warrants the following: (i) that the goods are properly marked and suitably packaged for normal handling; (ii) that the weight and descriptions of packages and cargo units furnished by the shipper are correct; (iii) that the nature and amount of any hazardous or dangerous cargo has been packaged and/or labeled in accordance with IMCO Regulations and identified as such in accordance with such Regulations to Sea Shipping Line at or before the time of receipt by Sea Shipping



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Line; and (iv) that the goods do not require insulated, refrigerated, ventilated or other special storage or handling unless disclosed in writing to Sea Shipping Line at or before the time of receipt of the goods. Customer shall defend, indemnify, and hold harmless Sea Shipping Line in respect of any injury or death of any person, or damage to cargo or any other property, or any other loss or expense, including legal fees, caused by breach of any of the foregoing warranties. Customer hereby acknowledges that Sea Shipping Line shall have no liability whatsoever in respect of any failure by the Customer or any other party to do any act or pay any amounts due in respect of the cargo received hereunder including, but not limited to, the purchase price of such cargo, freight, storage charges, insurance premium, lighterage charges, demurrage, salvage charges or general average contribution.

7. Sea Shipping Line is not responsible for any defect in quality, quantity, type or any inherent vice or defect in the cargo unless such defect was readily noticeable upon visual inspection of the external packaging of the cargo, and then only to the extent that any damages at issue were caused by the negligence of Sea Shipping Line, its officers or employees.

8. Customer shall defend, indemnify and hold harmless Sea Shipping Line against all loss, damage and expenses of whatsoever nature in respect of any claims by carriers, warehousemen (including agents or subcontractors of Sea Shipping Line) or any other party for misdescription of the weight, volume, type, packaging, temperature requirements, or quality of the cargo or for contamination by or of the cargo by contact or reaction with any other substance, or for any loss or liability whatsoever related to the goods or the contract of the parties which exceeds the liability that Sea Shipping Line has to Customer under these Terms and Conditions.

9. Sea Shipping Line will not be required to secure export licenses and/or quote clearances or any other Government consent in respect of the import or export of the cargo.

10. Customer represents and warrants that it is in compliance with all applicable laws and government regulations, including anti-corruption laws such as, but not limited to, the U.S. Foreign Corrupt Practices Act ("FCPA"), the U.S. Export Administration Regulations ("EAR"), the International Traffic in Arms Regulations ("ITAR"), the U.S. Anti-Boycott regulations, and the various U.S. economic sanctions programs administered by the U.S. Treasury Office of Foreign Assets Control ("OFAC"), and that the information the Customer provided Sea Shipping Line in connection with Customer's compliance with all such applicable laws and government regulations was true and complete. Customer shall also comply with all applicable laws and government regulations of any country to, from, through or over which the cargo may be carried, including those relating to the packing, carriage, or delivery of the cargo. Customer warrants that the cargo is properly marked, addressed, and packaged to withstand ocean transport and necessary ground transport. Sea Shipping Line is not liable to Customer for loss or expense due to the Customer's failure to comply with these Terms and Conditions. Customer shall indemnify and hold Sea Shipping Line harmless against any and all claims, losses, or damages arising from the conduct of Customer or any of its officers, directors, employees, agents, owners, shareholders or other persons working for or with Customer under these Terms and Conditions that constitutes a violation of the Customer's obligations, representations and warranties contained herein.

11. Sea Shipping Line shall have right to withhold delivery of the goods until all freight charges shown on the face of this document have been paid. Sea Shipping Line shall have a general lien on any and all property (and all documents relating thereto) of Customer in Sea Shipping Line's possession, custody or control, as well as all property en route under any agreement with Sea Shipping Line, for all claims for charges, expenses (including, without limitation, attorneys' fees and costs), advances or damages incurred by Sea Shipping Line in connection with any shipments of Customer. If any claim

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by Sea Shipping Line remains unsatisfied for thirty (30) days after demand for its payment is made, after ten (10) days has passed from the date written notice is sent via certified or registered mail with return receipt requested from Customer, Sea Shipping Line may sell at public auction or private sale the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to Sea Shipping Line. Any surplus from such sale shall be transmitted to Customer; Customer shall be liable for any deficiency in the sale.

12. Sea Shipping Line does not undertake that the goods will be forwarded or transported from the place of receipt or will arrive at the place of consignment or destination by any particular date or time or to meet any particular market or in time for any particular use. Sea Shipping Line shall have no liability for any damages whether consequential or direct for delay in the forwarding or transportation of the goods.

13. In handling the cargo, Sea Shipping Line may choose to act as the carrier of the goods for any or all portions of the anticipated transportation. In that case, Sea Shipping Line will issue its own transport documents, and said transport documents shall govern the liability of Sea Shipping Line and supersede these Terms and Conditions during the period of time Sea Shipping Line acts as carrier under said documents.

14. Sea Shipping Line shall be discharged from all liability in respect of any loss, damage, delay, misdelivery or conversion (regardless of legal theory) unless suit is filed against Sea Shipping Line within one year after the time the cause of action against Sea Shipping Line, if any, arose. Any cause of action for loss, damage, delay, misdelivery or conversion shall arise upon delivery of the goods, or if the goods have not been delivered, then the date upon which the goods should have been delivered. Investigating, negotiating or otherwise dealing with claims by Sea Shipping Line or its legal advisers or representatives shall not be deemed a waiver of the foregoing provisions. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to Sea Shipping Line or its agent at the port of discharge before removal of the goods into the custody of the person entitled to delivery thereof, such removal shall be prima facie evidence of delivery of the goods in good order and condition as described in the Cargo Receipt issued at the time the goods were tendered to Sea Shipping Line. If the loss or damage is not apparent, written notice must be given within three (3) days after delivery, and the failure to provide such notice shall have the same effect.

15. These Terms and Conditions shall be construed according to the laws of the State of California, USA, without giving effect to that State's conflict of laws rules. These Terms and Conditions apply to all claims, regardless of whether said claims are founded in tort, contract, or otherwise. Any action arising from or related to these Terms and Conditions shall be prosecuted in the state or federal courts of Alameda County, State of California, USA, to the exclusion of any other venue, and Customer consents to the exclusive jurisdiction of said courts. These Terms and Conditions have been drawn up in the English language at the express request of the parties hereto.

16. The provisions of these Terms and Conditions shall apply whenever a claim is made against any servant, agent, employee or affiliate of Sea Shipping Line, in which case such servant, agent, employee or affiliate shall be entitled to all rights and defenses of Sea Shipping Line set forth herein, and the aggregate liability of Sea Shipping Line and said persons shall not exceed the agreed liability of Sea Shipping Line alone as set forth herein.

17. These Terms and Conditions shall bind the exporter, importer, sender, receiver, owner, consignor, consignee, transferor and transferee of the goods, as well as all assignees or transferees of the foregoing, all of whom shall have the obligations of "Customer" as stated herein.