



Terms and Conditions:

1. Limitations of Liability. The Carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided in this bill of lading or in the Carrier's intrastate tariff. No Carrier shall be liable for any loss or damage caused by an Act of God, the public enemy, the authority of law, the act or default of the Shipper, latent defects not discoverable by due diligence, or inherent defect, quality or vice of the cargo, riots, strikes, lockouts, fire, or stoppage or restraint of labor, or insufficiency or inadequacy of packing or marks. All cargo carried hereunder shall be per shipper load, stow, seal and count, except as expressly provided otherwise. No Carrier shall be liable for any loss or damage of any kind resulting from delay, deterioration, loss of market, lost profits, or any form of consequential damages whatsoever, however caused.

The Carrier shall in no event be or become liable for any loss of or damage to the goods exceeding the lesser of \$20 per pound or \$100,000 per trailer, container, or vehicle. Where a lower value than the actual value of the goods has been stated in writing by the Shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges if paid shall be the maximum recoverable amount for loss or damage, whether or not such loss or damage occurs from negligence. Any partial loss or damage shall be adjusted pro rata on the basis of such released value. The limitation of liability and other provisions contained in this paragraph shall inure not only to the benefit of the Carrier, but also to the benefit of any independent contractor performing services, including stevedoring, in connection with the goods covered by this Bill of Lading.

2. Timely Shipment. Unless arranged or agreed upon, in writing, prior to shipment, Carrier is not bound to transport a shipment by a particular schedule or in time for a particular market, but is responsible to transport with reasonable dispatch. Carrier may forward a shipment via another carrier at its sole discretion.

3. Time Limit for Claims. Claims for loss or damage must be filed within two months after the delivery of the property or in the case of non-delivery two months after a reasonable time for delivery has elapsed. Suits for loss, damage, injury or delay shall be instituted against Carrier no later than two years and one day from the day when written notice is given by Carrier to the claimant that Carrier has disallowed the claim or any part or parts of the claims specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, Carrier shall not be liable and such claims will not be paid.

4. Insurance. Carrier or party liable for loss of or damage to any of said property shall have the full benefit of any insurance that may have been effected, upon or on account of said property, so far as this shall not avoid the policies or contracts of insurance, PROVIDED, that the carrier receiving the benefit of such insurance will reimburse the claimant for the premium paid on the insurance policy or contract.

5. Undeliverable or Refused Shipments. If the consignee refuses the shipment tendered for delivery by Carrier or if Carrier is unable to deliver the shipment, because of fault or mistake of the consignor or consignee, the Carrier's liability shall then become that of a warehouseman. Carrier shall promptly attempt to provide notice, by telephonic or electric communication as provided on the face of the bill of lading. Storage charges, based on Carrier's tariff, shall start no sooner than the next business day following the attempted notification. Storage may be at the Carrier's option, in any location that provides reasonable protection against loss or damage. The Carrier may place the shipment in public storage at the owner's expense and without liability to the Carrier.

If the Carrier does not receive disposition instructions within 48 hours of the time of Carrier's attempted first notification, Carrier will attempt to issue a second and final confirmed notification. Such notice shall advise that if Carrier does not receive disposition instructions within 10 days of that notification, Carrier may offer the shipment for sale at a public auction and the Carrier has the right to offer the shipment for sale. The amount of sale will be applied to Carrier's invoice for transportation, storage and other lawful charges. The owner will be responsible for the balance of charges not covered by the sale of the goods. If there is a balance remaining after all charges and expenses are paid, such balance will be paid to the owner of the property sold hereunder, upon claim and proof of ownership.

6. Hazardous and/or Restricted Goods. Every person, whether principal or agent, who ships explosives or dangerous goods (including hazardous materials and controlled substances as defined by any governmental authority) shall comply with all laws and regulations applicable thereto and shall notify Carrier in writing of the nature of the cargo prior to shipment. No person may ship, and Carrier will not accept, any illegal drugs or other contraband. Any person who fails to comply with this paragraph shall be liable for and indemnify the Carrier against all loss or damage (including all fines, forfeitures or penalties imposed by any governmental authority) arising out of or resulting from such failure or caused by such goods. Such goods may be warehoused at cargo owner's risk and expense or destroyed without compensation.

7. Payment. The consignee or consignor shall be liable for the freight and other lawful charges accruing on the shipment, as billed or corrected, except that collect shipments may move without recourse to the consignor, when the consignor so stipulates by signature or endorsement in the space provided on the face of the bill of lading. Nevertheless, the consignor and consignee shall remain liable for transportation charges where there has been an erroneous determination of the freight charges assessed, based upon incomplete or incorrect information provided or for additional charges that may be found to be due after delivery as specified by 49 U.S.C. 13706.

Nothing in the bill of lading shall limit the right of the Carrier to require the prepayment or guarantee of the charges at the time of shipment or prior to delivery. If the description of articles or other information on this bill of lading is found to be incorrect or incomplete, the freight charges must be paid based upon the articles actually shipped. Claims made against Carrier (whether filed or unfiled) may not be offset by consignee or consignor against freight charges otherwise owed to Carrier.

8. Website. For more information, see our website at <http://www.totemocean.com>.