### COMBINED TRANSPORT BILL OF LADING

- "Vessel" means the intended Ocean Vessel named on the front hereof and any vessel, craft, lighter or other means of conveyance which is or shall be substituted in whole or in part by the Carrier and includes any other Vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof.

  "Carrier" means CARCO EXPRESS FORWARDING, INC. acting as a non-vessel operating carrier.

  "Mershart" includes any Person who at any time, in relation to the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder, of the Bill of Lading and/or the receiver or the owner of the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder, of the Bill of Lading and/or the receiver or the owner of the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder, of the Bill of Lading and/or the receiver or the owner of the Goods, has been or becomes the shipper, consignor, consignee, exporter, importer, the holder, of the Bill of Lading and/or the receiver or the owner of the Goods, and because in the Goods or any Person acting on behalf of any of the above-membrationed Persons.

  "Containes" includes container, flat, palled and any other receptable for Goods (excluding a ship, a rail or road vehicle or an aircraft but including a trailer towed or intended to be towed by a road whichely supplied or or intended to be towed by a road whichely supplied and any other receptable for the container of any of the cargo in the additional unit of partially or completely overed or contained acrong made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized units and each container packed and seaded by the Merchant or on its behalf, although the Merchant may have furnished a description of the contents of such seaded container(s) in this bill of lading.

  "Dave of Receipt", Therhead Port of Loadings, "Intended Port

2. CLAUSE PARAMOUNT: This Bill of Lading, in so far as it pertains to sea carriage, shall have effect subject to the provisions of the Hagus-Visby Rules, as amended, or any legislation compulsarily applicable to such carriage under the law in force at the port of loading or port of discharge, which gives effect to the provisions of the Carriage of Goods by Sea Act of 1936 (COCSA), and the Carriage of Goods by Water Act of Canada (COCWA). The Hagus Rules (or COCSA or COCWA) shall also apply to carriage of goods by highways, roads and inland waterways and reference to arriage by sea in such rules or legislation shall be deemed to include reference to highways, roads, and inland waterways. If anything, benein contained is incresistent with the said Acts or Laws, it shall to the extent and on such incressistency or for further, be rull and void. The Carrier's shall be entitled to the full benefit of and right to all limitations of or exemptions from lady unthoraced by any provisions of Sections 4281 to 4287 of the Harter Act, as amended, and of any other provisions of the laws of the United States, and without prejudice to the generality of the freegoing, also any laws, statutes, or regulations available to the owner of the vessel(o) or michin the Coods are carried.
If and to the extent that the provisions of the Harter Act of 1993, as amended, would otherwise be compulsorily applicable to regulate the Carrier's nepostability of the goods during any period prior to loading on or after discharge from the vessel, the Coods are refreshed to regulate the Carrier's nepostability shall installed be determined by the provisions of section.
(3) below, but if such provisions are found to be invalid, such responsibility shall be subject to COCSA. It is agreed that such Acts and Laws shall also apply to deck cargo.

3. CARRIER'S RESPONSIBILITY:
A PORT TO PORT SHIPMENT: Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier's at the fort of Loading and shall terminate when each Goods are deliwered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the Space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completely, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or terminate when the Goods are delivered at the Place of Delivery so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant constitutes the Carrier as agent to enter into contracts on health of the Merchant with services for transport, storage, harbory, testing and any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vused without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier may as such agent, enter into contracts with services on any terms whatsoever including terms keep Savole than the terms in this Bill of Lading.

B. COMBINED TRANSPORT: Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below.

- Where the stage of Carriage where the loss or damage occurred cannot be proved:

  (i) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under 5(A) above had the loss or damage occurred at sea or, if there was no carriage by sea, under the Hague Rules (or COCSA).

  (ii) Where under (i) above, the Carrier's is not liable in espect of some of the factors causing the loss or damage, he shall only be liable to the extent that (iii) Where the Hague Rules (or any legislation applying such rules or Hague-Visby Rules such as COCSA) is not computedity applicable the Carrier's liability shall not exceed US-S200 per kilo of the gross weight of the Goods lost, damaged or in respect of which the data arises or the value of such COCSA whichever is the lesson.
- GOODS, wintenever is trie essert.

  (IV) The value of the GOODS shall be determined according to the commodity exchange price at the place and time of delivery to the Merchant or at the place and time when they should have been so delivered, or, if there is no such price, according to the current market price be reference to the normal value of the GOODs of the same kind and quality, at such place and time.
- Where the stage of Carriage where the loss or damage occurred can be provide:

  (a) By the provisions contained in any international convention or national law, which provisions cannot be departed from by private contract to the detriment of the Merchant, and would have applied if the Merchant had made a separate and direct contract with the carrier in respect of the particular stage of the carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued in order to make such international Convention or national law applicable, or

  (b) If no international Convention or national law is applicable then the liability of the Carrier shall be determined pursuant to the provisions of Clause 8(80). (b) If no internat of Clause (B)(1).

- of Lause (B)(1).

  C DELAY, CONSEQUENTIAL LOSS: Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect, or consequential loss or damage by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for the delay, liability shall be limited to the freight applicable to the relevant stage of the transport.

  D PACKAGE OR SHIPPING UNIT LIMITATION: Where the Hague Rules or any legislation making such Rules compulsorily applicable (such as COCSA) to this Bill of Lading apply, the Carrier shall not, unless a declared value has been noted in accordance with (e) below, be or become liable for any loss or damage to or in connection with the Goods in a mount per practage or shipping until ne coass of the package or shipping until militation shall limitation shall be USS500. Such a limitation amount according to COCSA is USS500. If no limitation amount is applicable under such Rules or legislation, the limitation shall be USS500.

  E AD VALOREM DECLARED VALUE OF PACKAGES OR SHIPPING UNIT: The Carrier's liability may be increased to higher use by a declaration in writing of the value of the Goods by the Merchant upon delivery to the Carrier of the Goods for shippment. A higher value being insented on the front of this Bill of Lading in the space provided for and, if required by the Carrier, extart freight paid in such case if the actual value of the Goods shall exceed value the advanced value was always and the Carrier of the Coods and Astronovelogement of receipt of the Goods in apparent good order and condition is not a representation flat such conditions of rust, oxidation or the like did not exist on receipt.
- not exist on receipt.

  G. NOTICE OF LOSS OR DAMAGE: The Carrier shall be deemed prima facie to have delivered the Coods as described in this Bill of Lading unless notice of loss or damage to the Coods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Coods into the custody of the person entitled to delivery thereof under this Bill of Lading or, if the loss or damage is not apparent within three consecutive days thereafter.
- 4. REFRICERATED CARCO. Goods of a perishable nature shall be carried in ordinary containers without special protection, services, or other measures unless there is noted on the reverse side of this Bill of Lading that the goods will be carried in a refrigerated, heated, electrically ventilated, or otherwise specially equipped container or are to receive special alteration in an arising from latent defects, derangement, breakdown, or stoppage of the refrigeration ventilation or heating machinery, insulation, ship's plant, or other such appearance of the vessel or Container, provided that Carder shall before or at the beginning of the Carriage veneroes due diligenote to maintain the special hold or Container in an efficient state. Merchant undertakes not to brade for transportation any goods which require temperature sentrole to maintain the special hold or Container and the nequired temperature setting of the thermostatic controls before necept of the goods by Carrier. In the case of a temperature-controlled enter stuffed by or on behalf of the Merchant, Merchant further undertakes that the Container has been properly per-cooled, that the Coods have been properly stuffed in the Container, and that its thermostatic controls before performed to the cools have been properly stuffed in the Container, and that its thermostatic controls before performed at a highes temperature stuffed by or on the half of the threatest and the performance of cargo tendend at a highes temperature than the properties of the Coods by the Carrier. The Merchant's attention is not to the fail that refrigerated containers are not designed to freeze down cargo which has not been presented for packing at or below its designated carrying temperature. Carrier shall not be liable for any loss of or damage to the goods whatsoever.

  S. CARGOSTONED IN CONTAINERS BY MERCHANTS: The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such
- nor no consequences of cargo tendened at a higher temperature than that required for the transportation. If the above requirements are not compiled with, Carrier shall not be failed for any loss of or damage to the goods whatsoever.

  5. CARGO STOWED IN CONTAINERSBY MERCHANTS: The Carrier shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, constitution reference, as shall not be responsible for the safe and proper stowing of cargo in containers if such containers are loaded with cargo by Merchant, constitution reference, as well as the container reference, shall be shown herein. The merchant, consolidator or inland carriers shall mospet containers before loading them and loading of the containers are shall be prima face evidence that the containers were sound and suitable for use Carrier has the right but not the obligation to open and inspect the containers at any time without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant. The Merchant variants that the soronge and sask of the containers are used and proper and suitable for the antique and carriage and internutifies Carrier for any injury, loss or damage caused by beach of this warranty. The Carrier with 10 not be lable in any event for the puritualism furnished by the Merchant as shown on the face of this Bill of Lading. This Bill of Lading the strainer received already loaded or the manber of pockages or pieces as shown on the face of this Bill of Lading. The Bill of Lading the prima face evidence of the manks, quantity, weight, description, measurement, and other particulars turnished by the Merchant and submitted to the Bill of Lading the prima face evidence of the manks, quantity, weight, description, measurement, and other particulars turnished by the Merchant and the devidence the Bill of Lading be prima face evidence of the manks, quantity, weight, description, measurement, and other particulars turnished by the Merchant and th

6. OPTIONS OF THE CARRIER:

a) Subcontracting. The Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage, or carriage of the Goods and all dates whalsoes rundertaken by the Carrier in relation to the Carrier, the Goods and all dates whalsoes rundertaken by the Carrier in relation to the Carrier, the Carrier in relation to the relation to the carrier in relation to the relation to the carrier in the period of the relation to the relation to the carrier in the period of the relation to the

whether connected with the Carriage of the Goods. Any act involving delays resulting from such activities shall not be deemed a deviation of whatsoever nature or degree.

c) Hindrance affecting Performance:

1. Carrier shall use nearsonable endeavors to complete transport and to deliver the goods at the place designated for delivery. If at any time the performance of this contact as evidenced by this Bill of Lading in the opinison of Carrier is or will be affected by any hindrance, risk, delay, pings, difficulty or disadvantage of any kind including strike and if by writtee of the above it has rendered or is likely to roade it in any awa unsake, impracticable, unlawful, or against the interest of Carrier to complete the performance of this contact as terminated, abandon the Carriage of the Goods, and place the goods, or any part of them, at Merchant's disposal at any place which the Carrier shall deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall case; or

ii. continue the Carriage and deliver the goods at the place of delivery. In any event, the Carrier shall be entitled to full frieight for any goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

- 2. If, after storage, discharge, or any actions taken above, Carrier decides to store and/or forward the goods, it is agreed that he shall do so only as agent for and at the sole risk and expense of Merchart without any liability whatsoever in respect of such agency. Merchant shall reimburse Carrier forfitwith upon demand for all extra freight charges and expenses incurred for any actions taken according to sub-parts 6(c), including delay or expense to the Ship, and Carrier shall have a lieu rupon the goods to that textent.

  3. The situations referred to in sub-parts 6(c) above shall include, but shall not be limited to, those caused by the existence or a perheinasion of war declared or uncleared, hostilities, ristic, visit commotions, or other disturbanose, closure 6, obstade in, or danger to any port or caral, blockade, prohibition, or restriction on commerce or trading quaranthe, sanitary, or other similar regulations or restrictions, strikes, lockouts or other labor troubles whether partial or general and whether on timvolving employees of Carrier or its Subcontractors, congestion of port, wharf, see terminal, or similar place, shortage, absent or obstacles of labor or facilities in loading, discharge, delivery, or other handling of the goods, epiclemics or discusses, but weather, shallow water, ice, landship, or other obstacles in navigation or carriage.

  4. Carrier, in addition to all other liberties provided for in this Article, shall have liberty to comply with orders, directions, resultations or suggestions as at navigation or the carriage or handling of the goods or the ship howsever given, by any actual or purported government or pulse authority, or hym committee or presen having under the terms of any insurance on the Ship, the right to give such order, direction, regulation, or suggestion. If by reason of and/or in compliance with any such order, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall no

any sacto roder, direction, regulation, or suggestion, anything is done or is not done the same shall be deemed to be included within the contractual carriage and shall not be a deviation.
d) Variation of the Contact Chyly Carrier's officers, directors, or agents with actual authority shall have power to waive, vary, after, or modify any terms herein. Any changes must be agreed upon in writing by Carrier and Merchant.
e) Stowage in Containers. Where the goods are not received by Carrier already in containers or the Carrier is instructed to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any type or quality. Goods may be stuffed by the Carrier and may be stuffed with other Goods. Merchant shall be liable to Carrier for damage to Carrier's containers or equipment if such damage occurs while such equipment is in control of Merchant or his agents. Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's containers or equipment during handling by or when in possession or control of Merchant.

or when in possession or control of Merchant.

1) On Duck Stowage Containers, whether goods therein stowed by the Carrier or by the Merchant, may be carried on or under deck without notice to the Merchants and if they are so carried the Hague Rules are incorporated herein shall be applicable notwithstanding carriage on or under deck and the Goods and/or containers shall contribute in Central Average whether carried on or under deck.

7. COVERNMENT DIRECTIONS, ETC.: The Carrier, Master and Vessel shall have liberty to comply with any orders or directions as to leading, departure, arrival, routes, ports of all, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to at with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk; insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage.
In addition to all other liberties herein; the Carrier shall have the right to withhold delivery of, reslip to, depost or discharge the goods at any place whatsoever, surender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to at with the authority or either of them, In any of the above circumstances, the Cood shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

8-MERCHANTS RESPONSBILLITY: Merchants and their agents shall be jointly and severity liable to carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be lable for any loss, delay, damage, or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. The Merchant shall defend, indemnify, and hold the Carrier handless from an against all claims, loss, damage or firms on a container or the Goods before delivery to the Carrier at the port of both of the Carrier in the Same and against all claims, loss, damage or firms on a container or the Goods before delivery to the Carrier at the port of both the Carrier. The Merchant shall defend, indemnify, and hold the Carrier has the Merchant them and against all claims, loss, damage or firms on a container or the Goods before delivery to the Carrier at the port of both the Merchant and the Carrier. The Merchant at the port of both of the Merchant are adequate and correct. The Merchant also warrants that the Carrier, and the Merchant and the Carrier and the Merchant further warrants that the Goods are leaving goods and contain no contraband. If the Container is not supplied by or on behalf of the Carrier, the Merchant that have warrants that the Goods are leaving goods and contain no contraband, if the Container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the Condainer meets all EO and/or other international sately standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container fare weight and cubic measurement of goods and the exact total gross weight of container fare weight and cubic measurement of goods and the exact total gross weight of container for the sevential for the wides different th

9. FREIGHT AND CHARGES:

a) Prepaid freight, whether actually paid or not, shall be earned upon receipt. Payment shall be in full and in cash without any offset, counterclaim, deduction or stay of execution, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are deed to the life the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent forwheart and payment of freight to the freight freight and to the freight to the freight freight and to the freight freight and to the freight freight and to the freight freight to the

or other certification to accompany the goods. Merchant shall be liable for return freight and charges on the goods if they are refixed export or importly any government. If The Carrier is entitled, and the Merchant is liable, in case of incorrect declaration of contents, weight, measurements or value of the Coods, to claim double the correct amount of freight which would have been due if such declaration had been correctly given. For the purposes of associated for the Carrier reserves the regist to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified. The merchant will also be label for the expenses incurred in determining and assertaining the correct details.

g) Merchants shall be jointly and severally liable to Carrier for demurage, detention, general order, advances and any and all costs associated with the abundonment of the fright or a refusal of the consignee to make delivery whether or not the front of this bill of lading has been marked "prepaid" or "collect" so long as freight and charges remain unpaid.

h) Merchants shall jaintly and severally indemnify Carrier for all claims, fires, penalties, damages, costs, and other amounts which may be incurred or imposed upon Carrier by reasons of any breach of Merchant of any of the provisions of this Bill of Lading nor of any statutory or regulatory requirements.

i) Merchant subtorizes the Carrier to pay and/or incur all such Charges and expenses and to ob any statutory or regulatory requirements.

i) Merchant authorizes the Carrier to pay and/or incur all such Charges and expenses and to ob any attests mentioned above at the expense of and as agent for the Merchant, to engage other Presense to regain pressession of the Goods, and to do all things deemed advisable to the Carrier to pay and for the performance of the obligation of each of them hereunder.

J) Carrier has loped to be exempt from unifty publication of the Goods, and to do all things deemed advisable to the Carrier to all

transportation)

10. GENERAL AVERAGE: General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antweep Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier. The Amended Jason Clause as approved by BIMCO is incorporated herein, and the Merchant shall provide such security as may be required by the Carrier in this regard. Notwithstanding the above, the Merchant shall defind, indemnify, and hold harmless the Carrier in respect of any dain, whether the to negligence or not, (and any exposer singing therefrom) of a Carrier although rature which may be made against the Carrier, and shall provide such security as may be required by the carrier in this connection. If a salving vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to strangers. The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

11. LIEN: The Carrier shall have a general lien on all property (and documents relating thereto) of Merchant, in its possession, custody or control or enroute, for all claims for Charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its purment is made, Carrier's shall be entitled to sell the goods privately or by audion, without prior notice to the Merchant post personscape to satisfy such lien and the costs of recovery and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale. To the extent that portions of this section are contrary to local law, the terms which are not contrary shall remain in force and effect.

# 12. WAREHOUSEMAN LIEN

12. WAREHOUSEMAN LIEN

If Goods on into demurage in the United States, Carrier shall assume all rights of a warehouseman, and this Bill of Lading shall constitute a warehouseman's non-negotiable receipt. Goods will be delivered to the consignee or other Person(s) entitled to receipt of the goods upon payment of all Charges due. If Goods are not claimed within ten (10) days after demurage commences, Carrier may exercise its warehouseman's right to sell or auction such Goods. Carrier may assert a general lien for Charges and expenses in relation to other Goods, whether, or not these Goods have been delivered by Carrier.

13. LAW AND JURISDICTION: Any claim or dispute arising under this Bill of Lading shall be determined exclusively according to the laws of the United States a Merchant agrees that any suits against the Carrier shall be brought in the United States District Court for the Southern District of New York. The Carrier shall be toward listed for all the terms and conditions of conward carriers, including such carriers for unselection and limits of liability. Carrier reserves the right to brit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over the Merchant.

## 14 BOTH- TO-BLAME COLLISION CLAUSE:

14. DOTH: IO-BLANIE COLLISION CLAUSE

If the vessel carrying the Cooks (the carrying vessel) collides with any other vessel or object (the non-carrying vessel or object) due to the negligence of the non-carrying vessel or object, or their owner(s), charterer(s), or Person(s) responsible for the non-carrying vessel or object, the Merchant undertakes to defend, indemnify, and hold harmless the Carrier against all claims, liability, costs, attorneys' fees, and other expense arising therefrom, in respect of any loss, damage, or claim whatsoever of the non-carrying vessel or object.

15. NOTICE OF CLAIM AND TIME BAR: Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of nemoval of the Goods by one entitled to delivery. If such notice is not provided, memoul shall be prima face evidence of delivery by the Carrier, it such loss or damage is not apparent, Carrier must be given then notice within three, (3) days of delivery. In any event, the Carrier shall be discharged from any lability unless sait is brought in the United States Destrict Court for the Southern District of New York within twelve (12) months after delivery of the Goods, or the claim three the Coods should have been delivered, unless such time bar is contrary to any compulsorily applicable international convention or law which shall apply.

### 16. CARRIER'S TARIFF(S) AND TERMS AND CONDITIONS OF SERVICE:

10. CARGER'S TARIPP(S) AND TERMS AND CONDITIONS OF SERVICE:

The goods carried under this Bill of Lading are also subject to all the terms and conditions of the tariff(s) on file pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage, and the terms are incorporated herein as part of the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

17. SEVERABILITY: If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not the affected thereby, and this Bill of Lading constall be carried out as is such invalid or unenforceable provisions were not contained herein.

18. SURRENDER AND NEGOTIABILITY OF BILL OF LADING: This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. If required by the Carrier, the Bill of Lading, duly endosed, must be surrendered to the again of the Carrier is the port of discharge, in exchange for a delivery order. This Bill of Lading shall be prima face evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading have been negotiated or transferred or valuable consideration to a titude party acting in good faith.