BILL OF LADING FOR COMBINED TRANSPORT AND PORT TO PORT SHIPMENT

## THE NATIONAL SHIPPING COMPANY OF SAUDI ARABIA (BAHRI) - FMC ORG. NO. 004197



CHANGE (EMBORTER (4)		DOCUMENT NO (4)							
SHIPPER/EXPORTER (1)		EXPORT REFERENCES (5)							
CONSIGNEE (2) (NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER ) (NAME, ADD., PHONE)									
							POINT AND COUNTRY OF ORIGIN (7)		
					NOTIFY PARTY (3) (COMPLETE NAME, ADDRESS AND TEL	EPHONE NO.)	CARRIER'S AGENT AT PORT OF DISCHARGE AND TELEPHONE NO. (8)		
PRE-CARRIAGE BY (9*)	PLACE OF RECEIPT (9A*)	ONWARD INLAND ROUTING (14*	)						
CARRIAGE BY (10)	PORT OF LOADING (11)								
Chillian St. (120)		PLACE OF DELIVERY (15*)							
PORT OF DISCHARGE FROM VESSEL (12)	FOR TRANSSHIPMENT TO (13)								
CARRIER'S RECEIPT		PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPO		SE 5 (d)) MEASUREMENT (20)					
MARKS AND NUMBERS (16) NO. OF PKGS. (17)	D	ESCKIPITON OF GOODS (18)	GROSS WEIGHT (19)						
			= ===						
_									
RECEIVED in apparent good order and condition unless otherw or at the place of delivery (Box 15 above), if mentioned herei	ise stated herein for carriage from the	e port of loading named herein or a place of receipt (Box to the terms, rights, defenses, provisions, conditions, ex	9A above), if mentioned herein, to acceptions, limitations and liberties co	the port of discharge named herei ontained on the reverse side here					
or at the place of delivery (Box 15 above), if mentioned herein numbered 1-25 and those terms and conditions contained in routes and liberties (see Clause 6). In accepting this Bill of	the carrier's applicable tariff. The Me Lading, the Merchant agrees to be	erchant's attention is drawn in particular to the carrier's e bound by all terms and conditions stated herein v	s liberties in respect of on-deck stov whether written, printed, stampe	wage (see Clause 10) and potenti d or incorporated on the face of					
reverse side hereof.									
IN WITNESS WHEREOF, three (3) original Bills of Lading, all of like tenor,		FREIGHT DETAILS, CHARGES ETC.		ORIGINAL					
have been executed on behalf of the Carrier N	ational Shipping Company	(See Clauses 9 and 15)							
of Saudi Arabia (hereinafter Bahri), ONE of whi others shall stand void.	ch being accomplished the								
		-							
Ву:		-							
As Agents for the Carrier	Bann								
Dill of Lading No.									
Bill of Lading No.									
Date:									
Place of Issue:		Declared Value \$  If Merchant enters actual value of the Good	s and pays the applicable AD VA	LOREM tariff rate, the					
*APPLICABLE ONLY WHEN DOCUMENT USED AS A C		Carrier's Package limitation shall not apply.	,, ,,						
LADIN				CONTINUED ON REVERSE SIDE					

DEFINITION OF TERMS
"Carrier" means the National Shipping Company of Saudi Arabia (hereinafter called "Bahri"), 569 Bahri Building, Sixteen
Street, Malaz Area, P.O. Box 8931, Riyadh 11492, Saudi Arabia.
"Merchant" means the shipper, consignee, holder of the bill of lading and the owner of the Goods, including their servants.

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1. DETHITION OF TERMS

\*\*Corporations\*\* The National Shipping Combany of Saudi Arabia. (hereinafter called "Bahri"), 569 Bahri Building, Sixteen Street, Mox 2833, Ryodi 11492, Saudi Arabia.

\*\*Merchant" means the shipper, consignes, holder of the bill of Idading and the owner of the Goods, including their servants or agents.

\*\*Vestet\*\* is identified in Box 10 on the face of this B/L and also includes any substitute vessel, feeder vessel or other watercraft employed to perform this contract.

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\*\*\*Goods\*\* means the Whole or any part of the cargo received from the Merchant, including ROBO Cargo and any Container of the Coods\*\* or any part of the Cargo received from the Merchant, and is one of the Merchant and seven the seven of the Coods\*\* or any part of the Cargo is not seven the Coods\*\* or any part of the Cargo is not seven the Coods\*\* or any part of the Cargo is not seven the Coods\*\* or any part of the Merchant and is not the individual tens packed on or in said Container if the number of such them is not indicated on the front of this Bill of the Individual tens packed on or in said Container if the number of such them is not indicated on the front of this Bill of Lading dated them to the Coods\*\* or any part of the Coods\*\*

the Carrier against all consequences thereof.

(1) For the purpose of July-paragriaf all pectosis mentioned in such clause (i) above who are his Servant and all such persons shall to this sectent be or be deemed to be parties to this contract.

RESPORDISHILTY

(3) Fort to Port Shipping the Conde from the time the Goods have passed over the Vessel's ramp/rall at time of Doding at the Port of Discharge (Box 12). For Goods from the time the Goods have passed over the Vessel's ramp/rall at the time of discharging at the Port of Discharge (Box 12). For Goods to or from US Ports, the Carrier shall be liable from the time of discharging at the Port of Discharge (Box 12). For Goods have passed over the Vessel's ramp/rall at the time of discharging at the Port of Discharge (Box 12). For Goods to or from US Ports, the Carrier shall be liable from the time of discharging at the Port of Discharge (Box 12). For Goods have passed over the Vessel's ramp/rall at the time of discharging at the Port of Discharge (Box 12). For Goods have passed over the Vessel's ramp/rall at the time of discharging at the Port of Discharge (Box 12). For Goods have passed over the Vessel's ramp/rall at the time of discharging at the Port of Discharge (Box 12). For Goods have passed over the Vessel's ramp/rall at the time of discharging at the Port of Discharge (Box 12). For Goods have passed over the Vessel's passed over the Vessel's

(b) Notwithstanding Clause 3(a) or any other Clause in this Bill of Lading, it is agreed that in no event shall the Carrier's liability for any loss or damage of Goods exceed said US \$500 per package, CFU limitation, or declared value (if applicable), as provided in Clause 9(a) above.

(c) IN TRABES TO OR ROUNTRIES OTHER THAN THE UNITED STATES the Carrier's limitation of liability for any loss or damage of Goods shall be governed by the applicable Convention and related Rules set forth in Clause 3(a). With respect trades in which no such enactments are compulsorily applicable, the Carrier's liability shall not exceed the equivalent of 666.67 SDR per Package or unit or 2 SDR per kilogram of gross weight of the Goods, whichever is higher.

10. DECK CARGO:
(a) The Goods may be stowed on deck by the Carrier in a Container, as defined in Clause 1 above, or similar articles of transport used for consolidation of Goods.

(b) Goods whether stowed in a Container or not may be carried on or under deck without notice to the Merchant. Such Goods (other than livestock) whether carried on deck or under deck shall participate in general average and shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or the Hague Visby Rules or COGSA, as the case may be.

may be.

(c) Goods (not being Goods stowed in a Container other than flats or pallets) which are stated herein to be carried on deck, and livestock, whether or not carried on deck, are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

11. SPECIAL HANDLING/MONITORING OF CARGO:

damage of whatsoever nature arising during carriage by sea whether caused by unseaworthiness or negligence or any other cause whatsoever.

11. SPECIAL HANDLING/MONITORING OF CARGO:

The Carrier shall not be liable for damage to Goods requiring special handling in discharge or stowage or special monitoring and control of list bemperature and/or environment when such damage results from the lack of such special handling, monitoring or control unless such requirements are set forth in writing on the front side of this Bill of Lading and any additional freight, charges assessed for such special handling, heating, refrigeration, monitoring, or control are paid.

In the event that self-powered, self-propelled ROR Cargo (including all motor vehicles, whether powered by combustion engine, electric or otherwise) is not able to be discharged under its own power due to any reason whatsoever, including but not limited to mechanical failure or breakdown, and whether or not it was loaded in such condition, the Merchant shall be liable for any costs, liabilities and charges incurred at the discharge port.

In Saudi Arabian ports, the following charges will be applied for RORO Cargo discharged in this way:

RORO Cargo losts than 3m: SAR 200

RORO Cargo Idmit to 40m: SAR 300

RORO Cargo Idmit to 40m: SAR 800

RORO Cargo Idmit t

any lien shall extend to cover the costs of recovering any sums due and for that purpose the variety and have one right with the costs of the Goods by public auction or private treaty, without notice to the Merchant. The Carrier's lien shall survive delivery of the Goods.

14. MERCHANT'S WARRANTES AND LIABILITY:
The Merchant variants:
1. That the particulars relating to the Goods as set out on the reverse hereof have been checked and are correct;
2. That the particulars relating to the Goods as set out on the reverse hereof have been checked and are correct;
3. That the packaging utilized in conjunction with the Goods complies with any and all local and international querymments lucle, regulations and conventions concerning wood, packaging materials (WBM), and international governments lucle, regulations and conventions (PPC) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspect to Containers that have not been stowed by or on behalf of the Carrier, that
(a) The Goods will be properly stowed and secured within the Container; and
(b) The Container will be suitable for the Goods and in a cargo-worthy condition.

5. With respect to RORO Cargo, that it is fully operational, sale and mechanically sound for the purpose of driving/ towing, stopping, loading, stowing and discharging from the vessel.

6. All persons within the definition of Merchant, Clause 1, shall be jointly and severally liable for and shall indemnify the Carrier against all loss, damage, delay, fines, claims by third-parties, attorney fees, survey fees and expenses arising from any breach of the warranties set forth in Clauses 14(1) through (5), above.

15. FREIGHT AND OHER CHARKES.

Full freight to destination shall be considered completely earned upon receipt of the Goods by the Carrier and shall be paid and non-returnable in any event. If the Merchant fails to pay the freight when due he shall be liable also for interest due on any outstanding sum, reasonable attorney fees and expenses incurred in collecting the

Such removal shall be prima facie evidence of the delivery by the carner or one wood and shall be prima facie evidence of the delivery by the carner or one wood and shall be prima facie evidence of facing. Notice of any claim shall be addressed to the Carner.

17. IJME BAR:

All liability whatsoever of the Carrier, Vessel Owners, operators, managers or Sub-Contractor, as defined in Clause 1, shall be discharged from all liabilities whatsoever unless suit is brought within one year from the date that the Goods have been delivered or when the Goods should have been delivered. The Merchant is not permitted to survey any alleged damaged Goods on board the Vessel. In the event that the Merchant wishes to have a damage survey of the Goods the the discharge terminal following discharge from the Vessel, Merchant must give the Carrier reasonable written notice of the survey to allow time for a joint survey to be conducted at the option of the Carrier. In the event that the Merchant winsts to have a damage survey after taking delivery of the Goods from the discharge terminal. Merchant must give the Carrier reasonable written notice of the survey to allow time for a joint survey to be conducted at the option of the Carrier.

18. GENERAL AVERAGE AND SALVAGE:
General average of the Goods. The adjustment shall be made as to matters not provided for by these rules according to English law. Average agreement and bond as such additional security as may be required by the Carrier must be furnished before delivery of the Goods. The adjustment shall be prima facie evidence as against all interest.

Such adjustment shall be stated in United States dollars and any disbursement in any other currency shall be exchanged at the rate prevailing on the dates paid and allowancers for damage to woods claimed in any other currency shall be exchanged at the rate prevailing on the dates paid and allowancers for damage to woods claimed in any other currency shall be exchanged at the rate prevailing on the dates paid and allowancers for damage t

in Enumished before delivery of the Goods. The adjustment shall be made by an adjuster selected by the Carrier from the Association of Average Adjustes of England and the Adjustment shall be primin facie evidence as against all interest.

Such adjustment shall be stated in United States dollars and any disbursement in any other currency shall be exchanged into U.S. dollars at the rate prevailing on the dates paid and allowances for damage to Goods claimed in any other currency shall be exchanged at the rate prevailing on the last day of discharge at the port or place of final discharge or any such damaged Goods.

In the even of accident, danger, damage or disaster perfor or rafter commencement of the voyage and resulting from the event of the contract or otherwise, the Goods and the merchant shall contribute with the Carrier is not responsible by statute, violation of the contract of the state average to the payment any sacrifice, loss, or expense of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.

If the salvaging vessel is owned or operated by the Carrier, salvage shall be paid in full and in the same manner as if said salvage and ship belong to strangers. Contribution to general average by all interest shall be paid to the owners of the vessel even when such salvage is the result of fault, neglect or error of the Master, pilot or crew. The Merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply and the paid to the owners of the vessel even when such salvage is the result of fault, neglect or error of the Master, pilot or crew. The Merchant expressly renounces any and all codes, statutes, laws or regulations which might otherwise apply and the paid to the owners of the vessel even when such salvage is declared by any Underlying Carrier or by the owner or charterer of any feeder ship or otherwater of the contract of the contract ship or the paid of the contract ship or the contrac

25. LAWS AND JURISDICTION:

The contract evidenced by or contained in this Bill of Lading shall be construed and governed by English law and any action against the Carrier thereunder must be brought before the High Court in London, except if this Bill of Lading is evidence of a shipment to or from any United States Port, then this contract shall be governed by United States law and any litigation against the Carrier hereunder must be brought before the United States District Court for the Southern District of New York.