

AMERICAN ROLL-ON ROLL-OFF CARRIER, LLC, 300 Interpace Parkway, Building C, Suite B400, Parsippany, NJ 07054

Received On Board (or, if this is a Combined Transport carriage Received for Shipment), unless otherwise stated on the face hereof, the number of units or packages shown in the Carrier's Receipt box, above, said to contain the goods described in the Particulars furnished by Merchant, which Particulars are for Merchant's use only and not part of this contract (contents, weight and measurement unknown to and not binding on the Carrier). The Carrier in accordance with the provisions contained in this document undertakes to perform or to produce the performance of the entire transport from the place at which the goods are received to the place designated for delivery in this document and assumes liability as prescribed in this document for such transport. In accepting this document the Merchant expressly accepts and agrees to all its stipulations on both sides, whether written, printed, stamped or otherwise incorporated, as fully as if they were all signed by the Merchant. When this document is defined above as a "Bill of Lading", one original Bill of Lading must be surrendered duly endorsed in exchange for the goods or delivery order.

TERMS AND CONDITIONS

GENERAL PROVISIONS

1. Applicability.

(1) "Port to Port Shipment" arises where the Place of Receipt and the Place of Delivery are not indicated on the front of this Bill of Lading (B/L) or if both the Place of Receipt and the Place of Delivery indicated are ports and the B/L does not in the nomination of the Place of Receipt or the Place of Delivery on the front hereof specify any place or spot within the area of the port so nominated.

(2) "Combined Transport" arises where the carriage called for by this B/L is not Port to Port.

2. Definitions.

"Carrier" means American Roll-On Roll-Off Carrier, LLC, the vessel and the owner of the ship on whose behalf this B/L has been signed.
"Merchant" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this B/L and the Owner of the Goods.

"Delivery of goods" means when the Carrier is placing the Goods to the disposal of the party entitled to receive them, after due notice of arrival has been given, in the port of discharge or place of delivery whichever is applicable.

"Carriage by water" includes carriage by sea as well as inland waterways.

"Package" includes any type of container stuffed and sealed by the Merchant or his behalf, although the Merchant may have furnished in the Particulars herein the contents of such sealed container (See Clause 13 and 14).

"Shipping Unit" and "Freight Unit" shall have the same definition and mean each physical unit, car, truck or piece of cargo not shipped in a package, irrespective of the weight or measurement unit employed in calculating freight charges (See Clauses 13 and 14).

"Onboard" means onboard any means of transport used by the Carrier for a Combined Transport Shipment.

3. Carrier's Tariff.

The terms of the Carrier's applicable Tariff at the date of shipment are incorporated herein. Copies of the relevant provisions of the applicable Tariff are available from the Carrier upon request. In the case of inconsistency between this B/L and the applicable Tariff, this B/L shall prevail.

4. Time Bar.

All liability whatsoever of the Carrier shall cease unless suit is brought within 12 months of delivery of the Goods or of the date when the Goods should have been delivered. In the event that such time period shall be found contrary to any convention or law compulsory applicable, the period covered by such convention or law shall then apply but in that circumstance only. In case of Combined Transport involving overland carriage in the U.S.A., any claim regarding this carriage shall be filed within nine months of the date when the goods shown have been delivered.

5. Jurisdiction.

Any dispute arising under this B/L shall be decided in the U.S. Federal Court in the City of New York to the exclusive jurisdiction of which the Carrier and the Merchant submit themselves. No proceedings may be brought before other courts unless the parties expressly agree on both the choice of another court or arbitration tribunal and the law to be then applicable or unless the Merchant is otherwise entitled to do so by compulsory law.

PERFORMANCE OF THE CONTRACT

6. Sub-contracting.

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods.

(2) For the purposes of this Contract and subject to the provisions in this B/L, the Carrier shall be responsible for the acts and omissions of any subcontractor who undertakes the performance of the contract of carriage evidenced by this document.

7. Methods and Routes of Transportation.

(1) The Carrier may at any time and without notice to the Merchant use any means of transport or storage whatsoever; load or carry the Goods on any vessel whether named on the front hereof or not; transfer the Goods from one conveyance to another including transshipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever; proceed at any speed and by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place whatsoever once or more often and in any order; load or unload the Goods from any conveyance at any place (whether or not the place is a port named on the front hereof as the Port of Loading or Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting purporting to act as or on behalf of such government or authority or having under the terms of the insurance on the conveyance employed by the Carrier the right to give orders or directions; permit the vessel to proceed with or without pilots, to tow or be towed or to be dry-docked, undergo repairs or adjust equipment; permit the vessel to carry livestock, Goods of all kinds, dangerous, or otherwise, contraband, explosives, munitions or warlike stores and sail armed or unarmed.

(2) The liberties set out in (1) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation of whatsoever nature or degree.

8. Deck Stowage.

(1) The Carrier shall have the right to carry any containers, trailers and transportable tanks, whether stuffed by the Merchant or by the Carrier, on deck or under deck without notice to the Merchant.

(2) For carriage on inland waterways, the Carrier has the right to use open top barges.

(3) On deck stowage. At owner's option.

9. Hindrances etc. Affecting Performance.

(1) The Carrier shall use reasonable endeavors to complete the transport and to deliver the Goods at the place designated for delivery.

(2) If at any time the performance of the Contract as evidenced by this B/L is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of whatsoever kind, and if by virtue of sub-clause (1) the Carrier has no duty to complete the performance of the Contract, the Carrier (whether or not the transport is commenced) may elect to:

(a) treat the performance of this Contract as terminated and place the Goods at the Merchant's disposal at any place which the Carrier shall deem safe and convenient; or

(b) deliver the Goods at the Place of receipt or Port of loading. In any event the Carrier shall be entitled to full freight for Goods received for transportation and additional compensation for extra costs including extended steaming resulting from the circumstances referred to above.

(3) If a vessel carrying or is intended for the carriage of the Goods hereunder is lost or declared a total loss the Carrier will have the option to forward the cargo by some other means or to cancel the Contract.

10. Delivery of Goods.

(1) If the Goods are not taken by the Merchant within 7 days from the date of delivery the Carrier shall be at liberty to put the goods in safe custody, on behalf of the Merchant at the Merchant's risk and expense (see also Clause 18).

(2) If at any port due to regulations in force a vessel is forbidden to enter that port or to be berthed in order to discharge before the Consignees' documents for the Goods onboard have passed the local customs clearance in advance the Consignees warrant to effect such clearance at the latest when the vessel arrives off the port in question. Failure to do so will render the Consignees liable for all costs and all expenses of every nature caused to the vessel due to loss of time waiting for customs clearance. Money due to the Carrier is payable in accordance with Clause 17.

RESPONSIBILITY

11. Clause Paramount.

(1) When the transport commences with carriage by water the Carrier shall not be liable for loss or damage to the Goods occurring before loading or after delivery.

During any periods of carriage by water under this B/L the carriage shall be subject at all such times to:

(a) The Hague Rules (meaning the provisions of the International Convention for the Unification of certain rules relating to Bills of Lading, dated Brussels the 25th August 1924) as enacted in the country of shipment, or if no such enactment is in force, as enacted in the country of destination, but in respect of shipments to which no such enactments are compulsory applicable, the terms of the U.S. Carriage of Goods by Sea Act approved on the 16th April 1936 (COGSA) shall be considered incorporated herein as if set forth at length; or

(b) The Hague Visby Rules (meaning the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968) in courts where they apply compulsorily.

(2) If COGSA is applied compulsorily to the Contract evidenced by this B/L, the provisions of that Act shall also apply before loading and after discharge and throughout the entire time the Goods are in the Carrier's custody unless otherwise specifically provided under (3) below.

(3) When the transport commences with carriage over land the Carrier shall not be liable for loss or damage to the Goods occurring before the time when he receives the Goods into his charge or after delivery. The responsibility of the Carrier with respect to any part of the carriage performed over land shall be determined as follows:

(a) Between points Europe,

(i) if by road; in accordance with the convention on the contract for the International Carriage of Goods by Road, dated 19th May 1956 (CMR),

(ii) if by rail; in accordance with the International Agreement on Railway Transports, CIM (appendix B to COTIF, Convention concerning International Carriage by Rail, dated the 9th May 1980).

(b) Between points in the U.S.A., carriage to be procured by inland Carriers (one or more) authorized by competent authority to engage in transportation between such points. This Carriage is subject to Interstate Commerce Act and Regulations and to Landcarriers' waybill or other transport documents.

(c) When the carriage over land is performed within or between countries not embraced by (a) and (b) above, the Carrier to transport the Goods in accordance with any mandatory national law or in the absence thereof, subject to COGSA-limitations.

(4) When the Goods have been damaged or lost during a combined transport and it cannot be established in whose custody the Goods were when the damage or loss occurred, the damage or loss shall be deemed to have occurred during the carriage by sea and the rules as defined in (2) above shall apply.

(5) The Carrier shall be entitled to (and nothing in this B/L shall operate to deprive or limit such entitlement) the full benefit of, and rights to, all limitations and exclusions of liability and all rights conferred or authorized by any applicable law, statute or regulation of any country (including, but not limited to, where applicable any provisions of sections 4281 to 4287, inclusive, of the Revised Statutes of the United States of America and amendments thereto and where applicable any provisions of the laws of the United States of America and without prejudice to the generality of the foregoing also any law, statute or regulation available to the Owner of the vessel(s) on which the Goods are carried.

(6) For goods as per Clause 8 which are carried on deck the Hague Rules, the Hague Visby Rules or COGSA shall apply respectively as per clause 11 (1) - (2).

12. Delay, Consequential Loss.

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for:

(a) consequential damages or

(b) any loss resulting from delay

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.

13. Package/Shipping Unit Limitation.

The Carrier shall not, unless a declared value has been noted in accordance with the below ad valorem section of this Clause, be or become liable for any loss or damage to or in connection with the transportation of Goods in an amount per package or unit in excess of

(a) where COGSA applies either by law or by this contract, USD 500 per package or freight unit (see definitions in Clause 2). The equivalent for the Canadian Water Carriage of Goods Act is CAD 500 per unit.

(b) where any other law applies to its package or unit limitation.

If no other package or unit limitation is applicable as either set forth above or statutory, the compensation shall not, however, exceed USD 500 per package or unit.

14. Ad Valorem: Declared Value of Package or Unit and Extra Freight.

The Carrier's liability, if any, per package unit in accordance with the above package limitation section of this B/L may be increased to a higher value per package or shipping unit by a declaration in writing to such an effect by the shipper upon delivery to the Carrier, such higher value being inserted on the reverse page of this B/L and extra freight paid. Thereafter, if the actual value of the Goods per package or per shipping unit 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.

15. Exemptions and Immunities of all servants and agents of the Carrier.

It is hereby expressly agreed that no Servant or Agent of the Carrier (including stevedore, terminal operator, trucker, railroad and any other sub-contractor or independent contractor from time to time employed by the Carrier to perform its duties under this contract) shall in any circumstances whatsoever be under any liability to the Merchant for any loss, damage or delay arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, but without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defense and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder shall also be available and shall extend to protect every such Servant or Agent of the Carrier acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Carrier or its shall be deemed to be acting as Agent or Trustee on behalf of and for the benefit of all persons who are or might be his Servants or Agents from time to time (including independent Contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to the Contract evidenced by this B/L.

16. Certain rights and immunities for the Carrier.

The defenses and limits of liability provided for in this B/L shall apply in any action against the Carrier whether the action be found in contract or in Tort.

FREIGHT AND LIEN

17. Freight and Charges.

(1) Prepayable freight, whether actually paid or not, shall be considered as fully earned upon receipt for transportation and non-returnable in any event ship lost or not lost. The Carrier's claim for any charges under this Contract shall be considered definitely payable in like manner as soon as the charges have been incurred. Interest at six months LIBOR plus 2 (two) percent shall run from the date when freight and charges are due.

(2) The Merchant shall be liable for expenses of fumigation and of gathering and sorting loose cargo and of weighing onboard and expenses incurred in repairing damage to and replacing of packing due to excepted causes and for all expenses caused by extra handling of the cargo for any of the aforementioned reasons.

(3) Any dues, duties, taxes and charges which under any denomination may be levied on any basis such as amount of freight, weight of cargo or tonnage of the vessel shall be paid by the Merchant.

(4) The Merchant shall be liable for all fines and/or losses which the Carrier, vessel or cargo may occur through non-observance of Custom House and/or import or export regulations.

(5) The Carrier is entitled in case of incorrect declaration of contents, weights, measurements of value of the Goods to claim double the amount of freight which would have been due if such declaration had been correctly given. For the purpose of ascertaining the actual facts, the Carrier reserves the right to obtain from the Merchant the original invoice and to have the contents inspected and the weight, measurement or value verified.

18. Lien.

The Carrier shall have a lien on the Goods or part of the Goods for any amount due to the Carrier under this Contract and for the costs of recovering any such amount and shall be entitled to sell or otherwise dispose of such Goods 60 days after the Carrier has delivered the Goods in accordance with Clause 10(1).

MISCELLANEOUS PROVISIONS

19. General Average and Salvage.

General Average to be adjusted at any port or place at Carrier's option and to be settled according to the York-Antwerp Rules 1974 or any modification thereof. The Merchant shall provide such guarantee or other security towards payment of General Average contribution and special charges on cargo as deemed adequate by the Carrier; cash deposits to be transferred to other currency at Carrier's option. If the Goods are delivered to the Merchant without claiming advance security towards contribution to General Average the Merchant by receiving the Goods becomes personally liable for such contribution. The Carrier shall notify the Merchant of his intention to declare General Average sooner possible. In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice, losses or expenses 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 a salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessels belonged to a third party. For the purpose of this clause any container, trailer or chassis owned by the Merchant or a Third Party shall be considered Goods.

20. Dangerous Cargo.

Goods of an inflammable, explosive or dangerous nature to the shipment and radioactive material whereof the Carrier, Master or Agent of the Carrier has not consented, with knowledge of their nature and character, may at any time before discharge be landed at any place or destroyed or rendered innocuous, by the Carrier without compensation and without prejudice to the Carrier's right to collect freight thereon, and the Merchant (whether aware of their nature or not) shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment and to defend, indemnify and hold harmless the Carrier. If any such Goods shipped with such knowledge and consent shall in the opinion of the Master become a danger to the vessel or cargo, they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average, if any.

21. Both-to-Blame Collision Clause.

(This Clause to remain in effect even if unenforceable in the Courts of the United States of America). If the vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, negligence or default of the Master, Mariner, Pilot or the Servants of the Carrier in the navigation or in the management of the vessel, the Merchant will indemnify the Carrier against all loss or liability to the other non-carrying vessel or her Owner in so far as such loss or liability represents loss of or damage to or any claim whatsoever of the Owner of the said Goods paid or payable by the other non-carrying vessel or her Owner to the Owner of said cargo and setoff, or recouped or recovered by the other or non-carrying vessel or her Owner as part of his claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the Owner, Operator or those in charge of any vessel or vessels or subjects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.