BILL OF LADING

I. GENERAL PROVISIONS

1. Definitions.
   a) Merchants includes the party on whose behalf this Bill of Lading has been signed.
   b) Carrier includes the Shipper, the receiver, the Consignor, the Consignee, the holder of this Bill of Lading and the owner of the goods.

II. PERFORMANCE OF THE CONTRACT

A. Methods and Routes of Transportation.
   a) The Carrier shall transport and service all goods related thereto in any reasonable manner and by any reasonable means, including transshipment.

B. Optional Stowage.
   a) In the event of occurrence of any reasonable manner, the Carrier shall have the right to use such stowage as the Carrier may consider to be necessary.

C. Time Bar.
   a) The time for performance of the contract shall be specified in the contract of carriage evidenced by this Bill of Lading.

III. DEFENCES AND LIMITS FOR THE CARRIER, SERVANTS, ETC.

A. Special Provisions for Liability and Compensation.
   a) The Carrier shall be liable for any loss or damage caused by the Carrier.

B. Constitution of the Carrier's liability.
   a) The Carrier shall be liable for any loss or damage caused by the Carrier.

C. Personal Liability.
   a) The Carrier shall be liable for any loss or damage caused by the Carrier.

D. The Merchant shall also be liable for any extraordinary costs incurred by the Carrier.

E. The Merchant shall also be liable for any extraordinary costs incurred by the Carrier.

IV. DESCRIPTION OF GOODS

A. The carrying vessel shall be described as follows:
   a) The carrying vessel shall be described as follows:

B. The carrier shall be responsible for any loss or damage caused by fire.

C. The carrier shall be responsible for any loss or damage caused by fire.

D. The carrier shall be responsible for any loss or damage caused by fire.

V. FREIGHT AND LIEN

A. Freight shall be payable by the Merchant and deemed earned when the goods have been taken in charge by the Carrier.

B. Freight shall be payable by the Merchant and deemed earned when the goods have been taken in charge by the Carrier.

C. Freight shall be payable by the Merchant and deemed earned when the goods have been taken in charge by the Carrier.

VI. MISCELLANEOUS PROVISIONS

A. The Shipper's responsibility.
   a) The Shipper's responsibility shall not exceed the value of the goods declared by the Shipper.

B. The Shipper's responsibility shall not exceed the value of the goods declared by the Shipper.

21. The Shipper shall have a lien on the goods for any amount due under this Contract and for the costs of recovering the same, and may enforce such lien in any reasonable manner, including sale of the goods.

22. The Shipper shall have a lien on the goods for any amount due under this Contract and for the costs of recovering the same, and may enforce such lien in any reasonable manner, including sale of the goods.
Bill of Lading

Shipping & Transport GmbH
Langenstraße 44 · 28195 Bremen

Freight to be prepaid / to be collected

Freight to be paid either in Euro, US Dollars or, if acceptable to the Carrier, in the transferable currency of the country, where the port of shipment lies (for prepaid shipments) or in transferable currency of the country, where the port of discharge lies (for freight collect shipments).

CONTAINERS – CONTAINER DETENTION FEES (CLAUSE 19)

Sub. a) Consignees of goods shipped in/on Carrier’s equipment are responsible for the return of empty equipment until “free in Carrier’s depots”.

Sub. b) For the return of Carrier’s equipment Consignees are granted 7 calendar days free of container detention fees for 20’GP/20’OT/20’FR/40’GP/40’HC/40’OT/40’FR counting as from and including the day of the vessel’s discharge. No free days of container detention fees for 20’RF/40’RF. In case of delay in the release of the equipment to the Consignee attributable to the Carrier the free days to be increased by the days of delay caused by the Carrier.

Upon expiration of the free days of container detention fees as set out above, container detention fees are payable as follows:

- 8th to 14th day: EUR 7,50 per 20’unit/day resp. EUR 12,00 per 40’unit/day
- as from 15th day: EUR 12,00 per 20’unit/day resp. EUR 18,00 per 40’unit/day
- for the first three days: EUR 150,00 per 20’RF resp. EUR 180,00 per 40’RF
- as from 4th day: EUR 96,00 per 20’RF/day resp. EUR 120,00 per 40’RF/day

The container detention fees are to be calculated until and including the day of the return of the equipment into the Carrier’s depots. The Carrier has the option to charge the replacement value after 365 calendar days of vessel’s discharge as per sub-clause c) or to continue charging as per sub-clause b).

Sub. c) In case of loss of the equipment, whether owned or leased by the Carrier, or a delay in the return of the equipment into the Carrier’s depots exceeding 365 calendar days after the day of vessel’s discharge, in addition to the container detention fees due under sub-clause b) hereof an amount of EUR 2,100,00 per 20’GP resp. EUR 4,100,00 per 40’GP/ EUR 4,300,00 per 40’HC / EUR 3,700,00 per 20’OT resp. EUR 5,900,00 per 40’OT / EUR 4,400,00 per 20’RF resp. EUR 6,550,00 per 40’RF / EUR 16,950,00 per 20’RF resp. EUR 19,250,00 per 40’RF shall be payable to the Carrier as liquidated damages (and not as a penalty).

Sub. d) For any payment obligation in accordance with sub-clauses b) or c) above, the Shipper, Consignor, Consignee and the Receiver shall be jointly and severally liable. The joint and several liabilities shall also relate to any storage or other costs accruing as a result of any delay or refusal of the Consignee to take acceptance of the goods in the port of discharge.

Sub. e) In case of Merchant’s haulage a drop-off / pick-up charge to apply, which to be inquired from the Carrier / His Agents; charges to be paid together with freight as respectively the container detention fees.

Sub. f) Receivers are responsible for the removal of any labels on the equipment except, however, those of Sloman Neptun before its empty return into the depots named by the Carrier or His Agents.

Received the goods in apparent good order and condition and, as far as ascertained by reasonable means of checking, as specified above unless otherwise stated.

The Carrier, in accordance with and to the extent of the provisions contained in this Bill of Lading, and with liberty to sub-contract, undertakes to perform and/or in his own name and to procure performance of the (combined) transport and the delivery of the goods, including all services relating thereto, from the place and time of taking the goods in charge to the place and time of delivery and accepts responsibility for such transport and such services.

One of the Bills of Lading must be surrendered duly endorsed and exchanged for the goods or delivery order.

IN WITNESS WHEREOF the number of original Bills of Lading stated above all of this tenor and date has been signed, one of which being accomplished the others to stand void.

Place and date of issue:

Signed for

SLOMAN NEPTUN Shipping & Transport GmbH as Carrier

by

as Agent(s) only to the Carrier

Freight to be prepaid or collected

Freight to be paid either in Euro, US Dollars or, if acceptable to the Carrier, in the transferable currency of the country, where the port of shipment lies (for prepaid shipments) or in transferable currency of the country, where the port of discharge lies (for freight collect shipments).