

ATLANTIC CONTAINER LINE AB
REGISTERED OFFICE: S-403 36, GOTHENBURG, SWEDEN
CORP. ID NR.: 556000-7006

TRAFFIC OFFICES IN THE UNITED STATES, CANADA & EUROPE

For General Cargo
To All Destinations

ATLANTIC CONTAINER LINE
50 Cardinal Drive
Westfield, NJ 07090
USA

ENDORSEMENTS:

PORT OFFICES & AGENTS US & CANADA

Virginia Beach
Atlantic Container Line
272 Bendix Rd., Ste. 300
Virginia Beach, VA 23452

Halifax
Atlantic Container Line
3045 Robie Street
Suite 257
Halifax, Nova Scotia B3K 4P6

PORT OFFICES & AGENTS IN EUROPE

Grimaldi Belgium NV
Brouwersvliet 37
2000 Antwerpen

Ozean Brokerage & Shipping Ltd.
Hagnastrasse 27
4132 Muttenz
Switzerland

Atlantic Container Line UK Ltd.
90 Duke Street
Liverpool
L1 5AA

Grimaldi Germany GmbH
Grosser Grasbrook 10
20457 Hamburg
Germany

Atlantic Container Agencies Ltd.,
The Malt House North
Grand Canal Quay
Dublin 2

Transocean Shipping Agency A/S
Staendertorvet 5, 3
DK-4000
Roskilde, Denmark

ACL Sweden AB
Packhusplatsen 3
S-411 13 Göteborg
Sweden

Grimaldi ACL-France Agencies (SAS)
Europe Building
Quai de L'Europe BP 119
76051 Le Havre

Finnlines Plc
Komentosilta 1
FIN-00980
Helsinki, Finland

Rev. 9/20

ATLANTIC CONTAINER LINE AB BILL OF LADING TERMS AND CONDITIONS

1. DEFINITIONS

In this Bill of Lading the word "Carrier" includes Atlantic Container Line AB, the vessel, owner, master and any charterer, pre-carrier, on-carrier and any other person participating in the carriage of the goods. The word "Merchant" includes the shipper, the consignee, the receiver of the goods, the holder of this Bill of Lading, any person owning or entitled to the possession of the goods or this Bill of Lading, any person having a present or future interest in the goods or any person acting on behalf of any of the above mentioned persons. The word "Container" includes any container, trailer, transportable tank, lift van, fit at, pallet or any similar article of transport used to consolidate goods. The words "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August 1924. "Hague-Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23rd February 1968, and where applicable, the Protocol signed at Brussels on 21st December 1979. "COGSA" means the Carriage of Goods by Sea Act of the United States of America approved on 16th April 1936. "COGWA" means the Carriage of Goods by Water Act of Canada amended 1993. The words "on board", or similar, mean on board any mode of transportation used or procured by the Carrier, including ship, rail, road and air transports.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable Tariff, if any, are, incorporated herein. Copies of such provisions are obtainable from the Carrier or his agents upon request or, where applicable, from a government body with whom the Tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. CARRIER'S RESPONSIBILITY - PARAMOUNT CLAUSE

(1) For U.S. Trade Route: This bill of lading shall take effect subject to the provisions of the U.S. Carriage of Goods by Sea Act, 1936 (COGSA) insofar as it is compulsorily applicable. Further, it is agreed that COGSA, including all its limitations and defenses, and the U.S. Pomerene Act, 1916, shall apply by contract to all shipments to or from the United States before loading and after discharge from the time the goods are received by the Carrier at the Place of Receipt or Port of Loading until delivered by the Carrier at the Port of Discharge or Place of Delivery, as applicable.

(2) Trade Routes other than U.S.A.

This bill of lading shall take effect subject to the provisions of the 1924 Hague Rules, or the 1968 Hague Visby Rules (including the 1979 Protocol) or the Canadian Carriage of Goods by Water Act, (COGWA) but only insofar as such Rules or Act are compulsorily applicable to this bill of lading. (3) The Carrier's tariffs and regulations, as applicable to this shipment, are also incorporated herein as if set forth at length. Copies are obtainable upon written request from any of the carrier's offices listed above.

(4) The carrier shall also be entitled to the full benefits of the laws or regulations of any country and the provisions of the contracts of any sub-contracting agent, servant or carrier that may be applicable to the goods before loading or after discharge of the vessel, including all defenses and exclusions set forth therein and any limitations that are lower than those provided in Clause 6 of this bill of lading. Copies of sub-contracts shall be made available to the Merchant upon written request to any of the carrier's offices listed above.

(5) The Carrier shall have the right to carry vehicles, machinery, boats, or other large break bulk cargo on deck and to carry any containerized cargo, whether packed by the Shipper or the Carrier, on deck. Any such goods carried on deck shall be considered carried under deck and subject to COGSA, COGWA or the above mentioned Rules, or any legislation based upon such Rules.

(6) The Carrier, by this contract shall be entitled to the limitations and exemptions from liability provided by Sections 4281 to 4289, inclusive of the Revised Statutes of the U.S.A., despite the fact that the Carrier may be the time charterer, voyage charterer, or slot charterer of the carrying vessel.

(7) Where loss or damage to cargo is due to current causes, the burden shall be on the Merchant to prove the portion of the loss or damage attributable to the carrier's negligence.

(8) The Carrier shall have the right to forward any goods shut out from a vessel, or from any other means of transport used by the carrier, on a subsequent vessel or by any subsequent available means of transport, at the option of the carrier and without notice.

4. DELAY, CONSEQUENTIAL LOSS

Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. 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.

5. CERTAIN RIGHTS AND IMMUNITIES FOR THE CARRIER AND OTHER PERSONS

(1) The Carrier shall be entitled to sub-contract on any terms the whole or any part of the carriage. (2) The Merchant undertakes that no claim or allegation shall be made against any person or vessel whatsoever, other than the Carrier, including, but not limited to the Carrier's servants or agents, any independent contractor and his servants or agents, and all others by whom the whole or any part of the carriage, whether directly or indirectly, is procured, performed or undertaken, which imposes or attempts to impose upon any such person or vessel any liability whatsoever in connection with the goods or the carriage, and if any claim or allegation should nevertheless be made to defend, indemnify and hold harmless the Carrier against all consequences thereof. Without prejudice to the foregoing every such person and vessel shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for his benefit and in entering into this contract the Carrier, to the extent of these provisions, does so not only on his own behalf, but also as agent or trustee for such persons and vessels and such persons and vessels shall to this extent be or be deemed to be parties to this contract.

(3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising therefrom) arising from the carriage of goods insofar as such claim or liability exceeds the Carrier's liability under this Bill of Lading.

(4) The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier whether the action be found in contract or in Tort.

6. PACKAGE/UNIT LIMITATION AND DECLARED VALUE

(1) Limitation for U.S. Trade Route

If shipment is to or from the United States ports, or to or from inland points in the United States, the carrier's maximum liability shall not in any event exceed US 500 per package, or in the case of goods not shipped in packages US 500 per customary freight unit, unless a declared value has been fixed in accordance with section (4) below.

(2) Limitation for Visby Trade Routes

Where the Hague Rules or Hague-Visby Rules (including 1968 and 1979 Protocols), or any legislation making such rules compulsorily applicable to this bill of lading, such as COGWA, the carrier shall not be liable for any higher package or unit limitation, unless the value has been declared and fixed at a higher limit in accordance with section (4) below. Such limitation amount according to

the 1924 Hague Rules is 100 pounds sterling current value, and according to Hague-Visby, 1968 and 1979 Protocols, as well as COGWA, the limitation is 2SDR'S per kilo or 667.67 SDR's per package, whichever is higher.

(3) Limitation for Other Trades

In trades where the Hague, Hague-Visby or COGWA or COGSA are not compulsorily applicable, the Carrier's liability shall not exceed US \$2.00 per kilo of the gross weight of the goods lost or damaged, or their c.i.f. value, whichever is less.

(4) Ad Valorem: Declared Value of Goods

The Carrier's liability may be fixed at a higher value (1) if the nature and value of the goods are declared to the Carrier by the Shipper in writing before shipment, and (2) such declared higher value is inserted on the front of this Bill of Lading in the space provided, and (3) the applicable extra freight as per tariff is paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(5) Definition of Package or Unit

Where a Container is stuffed by the Carrier, the number of packages or units stated on the face of this Bill of Lading under the column entitled "MARKS-NOS. CONTAINER SEAL NO." shall be deemed the number of packages or units for the purpose of any limit of liability provided in the above Rules or any legislation based upon those Rules, including COGWA. Except as aforesaid, the Container shall be considered the package or unit if shipped under seal and not stuffed by the Carrier. The word "package" shall also include pallets, skids, tanks, flats or any other means of consolidating goods for shipping purposes. In other than U.S.A. trade, the word "unit" shall mean physical unit or piece of cargo not shipped in a package, including any boats, vehicles or machines, and irrespective of the weight or measurement unit employed in calculating freight charges. As to goods shipped in bulk, the limitation applicable thereto shall be the limitation provided in such Rules or legislation as may be applicable, and if none is provided, then according to the weight or measurement unit used to calculate freight charges.

7. TIME-BAR

Unless notice of loss or damage and the general nature of such loss or damage is given in writing to the Carrier at the place of delivery before or at the time of removal of the goods into the custody of the person entitled to delivery thereof under this Bill of Lading, such removal shall be prima facie evidence of the delivery by the Carrier of the goods as described in this Bill of Lading. If the loss or damage is not apparent, the notice must be given within three days of delivery. All liability whatsoever of the Carrier shall cease unless suit is brought within 12 months after delivery of the goods or the date when the goods should have been delivered.

8. MERCHANT'S RESPONSIBILITY

(1) The description and particulars of the goods set out on the face hereof are furnished by the Merchant and the Merchant warrants to the Carrier that the description and particulars including, but not limited to of weight, content, measure, quality, condition, marks, numbers and value are correct.

(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duties, taxes, fines, imposts, expenses and losses incurred or suffered by reason thereof or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the goods.

(3) The Merchant undertakes that the goods are packed in a manner adequate to withstand the ordinary risks of carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable.

(4) No goods which are or may become dangerous, inflammable or damaging or which are or may become liable to damage any property or person whatsoever shall be tendered to the Carrier for carriage without the Carrier's express consent in writing and without the Container or other covering in which the goods are to be transported and the goods being distinctly marked on the outside so as to indicate the nature and character of any such articles and so as to comply with all applicable laws, regulations and requirements. If any such articles are delivered to the Carrier without such written consent and marking or if in the opinion of the Carrier the articles are or are liable to become of a dangerous inflammable or damaging nature, the same may at any time be destroyed, disposed of, abandoned, or rendered harmless without compensation to the Merchant and without prejudice to the Carrier's right to charges.

(5) The Merchant shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the carriage of property (including, but not limited to, Containers) of the Carrier or any person or vessel (other than the Merchant) referred to in 5(2) above caused by the Merchant or any person acting on his behalf or for which the Merchant is otherwise responsible.

(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 8 or from any cause in connection with the goods for which the Carrier is not responsible.

9. CONTAINERS

(1) Goods may be stuffed by the Carrier in or on Containers and goods may be stuffed with other goods.

(2) The Merchant shall carefully inspect any Container supplied by the Carrier to ensure that it is suitable and satisfactory in all respects for the goods being shipped. The Merchant shall defend, indemnify and hold harmless the Carrier against any loss, damage, claim, liability or expense whatsoever caused by packing, checking, stowage and securing of the goods stuffed in a Container, or by failure to inspect the Container properly, by or on behalf of the Merchant.

10. TEMPERATURE CONTROLLED CARGO

(1) The Merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice (and filling in the box on the front of this Bill of Lading if this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant further undertakes that the cargo has been properly pre-cooled, that the goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Merchant before receipt of the goods by the Carrier.

If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the goods caused by such non-compliance.

(2) The Carrier shall not be liable for any loss of or damage to the goods arising from defects, derangement, breakdown, stoppage of the temperature controlling machinery, plant, insulation or any apparatus of the Container, provided that the Carrier shall before or at the beginning of the carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

11. MATTERS AFFECTING PERFORMANCE

(1) If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the goods), whenever and howsoever arising (whether or not the carriage has commenced) the Carrier may:

(A) without notice to the Merchant abandon the carriage of the goods and where reasonably possible place the goods or any part of them at the Merchant's disposal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such goods shall cease.

(B) without prejudice to the Carrier's right subsequently to abandon the carriage under (A) above, continue the carriage.

In any event the Carrier shall be entitled to full charges on goods received for carriage and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

(2) The liability of the Carrier in respect of the goods shall cease on the delivery or other disposition of the goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

12. METHODS AND ROUTE 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; at any place unpack and remove goods which have been stuffed in or on a Container and forward the same in any manner 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 intended Port of Loading or intended Port of Discharge); comply with any orders or recommendations given by any government or authority or any person or body acting or 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, permit the vessel to carry livestock, goods of all kinds, dangerous, or otherwise, contraband, prohibited substances, 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.

13. DELIVERY OF GOODS

If delivery of the goods is not taken by the Merchant at the time and place when and where the goods are ready for delivery, the Carrier shall be entitled without notice to remove from a Container the goods if stuffed in or on a Container and to store the goods at the sole risk and expense of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon the liability of the Carrier in respect of the goods shall cease.

14. CHARGES

(1) Charges shall be deemed fully earned on receipt of the goods by the Carrier and shall be paid and non-refundable in any event.

(2) The charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to production of the commercial invoice for the goods or true copy thereof and to inspect, reweigh, remeasure and revalue the goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct charges (credit being given for the charges charged) and the costs incurred by the Carrier in establishing the correct particulars.

(3) All charges shall be paid without any set-off, counter-claim, deduction or stay of execution.

(4) Freight and all other amounts pertaining to this B/L are, at the option of ACL, to be paid in the currency named in this B/L or of the currency of the port of loading or port of discharge, at the highest selling rate of exchange for banker's sight draft current on the date of the freight agreement or on the date of this B/L, or for prepayable freight on the date of loading, or for freight payable at destination on the day when the vessel is entered at the Customs House or on the date of withdrawal of the delivery order. If ACL has consented to payment of freight and charges in other currencies than U.S. or Canadian dollars and such other currencies are devalued before payment, then the conversion of U.S. or Canadian currencies shall be effected at the highest bank selling rate on the date of payment.

15. LIEN

The Carrier shall have a lien on the goods and any documents relating thereto for all sums whatsoever due at any time to the Carrier from the Merchant and for General Average contributions to whomsoever due and for the costs of recovering the same and the Carrier shall have the right to sell the goods and documents by public auction or private treaty, without notice to the Merchant and at the Merchant's expense and without any liability towards the Merchant.

16. GENERAL AVERAGE

General Average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York Antwerp Rules, 1974, this covering all goods, whether carried on or under deck. The amended Jason Clause is to be considered as incorporated herein. Such security including a cash deposit as the Carrier may deem sufficient to cover the estimated contribution by the goods and any salvage and special charges thereon, shall, if required, be submitted to the carrier prior to delivery of the goods.

17. JURISDICTION AND LAW

Except as otherwise stated herein, the contract evidenced by or contained in this Bill of Lading is governed by the laws of Sweden and any claim or dispute arising hereunder or in connection herewith shall be determined by the courts in Sweden and no other court. Without prejudice to the foregoing, for traffic to or from the United States, such claim or dispute shall be determined by the U.S. District Court for the Southern District of New York and in accordance with the laws of the United States.

18. SEPARABILITY

The terms of this Bill of Lading shall be separable, and if any provision hereof, or any part of any provision be held to be invalid or unenforceable, such holding shall not affect the validity or enforceability of any other provision or part thereof in this Bill of Lading.