

MASTER BILL OF LADING UNIPACK GLOBAL RELOCATION, INC.

CONTRACT TERMS AND CONDITIONS: These contract terms and conditions consist of two parts: Part I, Captioned General Terms, applies to all services Part II., captioned "Carriage by Sea" applies only to services consisting of transportation by sea, commencing with delivery to dock or warehouse in the port at which carriage by sea commences, to and including receipt and retention at dock or warehouse in the port at which carriage by sea terminates. Part II supersedes Part I to the extent of any inconsistency.

PART I - GENERAL TERMS

Sec. 1 (a) The forwarder, carrier or party in possession of any of the property herein described shall be liable as at common law for any loss thereof or damage thereto, except as hereinafter provided. (The terms "Carrier" when used herein shall be interpreted to include the term Forwarder). (b) No carrier or party in possession of at or any of the property herein described shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, the act or default of the shipper or owner, the nature of the property or defect inherent vice therein or occurrence in customs warehouse. No carrier or party in possession of all or any of the property herein described shall be liable for any loss or damage to paintings, statuary, ornamental metal work, works of art, articles of virtue, photographs or pictures, antiques, dishes, glassware, musical instruments, vases, mirrors, marble or enamel pieces, lamps, lamp shades or other fragile articles unless such loss or damage was caused by the negligence of the carrier or party in possession, and the responsibility to prove such negligence shall be on the shipper, except where arrangements have been made for the packing and unpacking of such articles by the carrier or his agent. No carrier or party in possession of all or any of the property herein described shall be responsible for the mechanical function of pianos, radios, phonographs, docks, mechanical refrigerators, or other instruments, appliances or electronic devices of any nature, whether or not such articles are packed, unpacked or packed and unpacked by the shipper or his agent or carrier or its agents. No carrier or party in possession of all or any of the property herein described shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are open for carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agents. (c) No carrier or party in possession of all or any of the property herein described shall be liable for delay caused by obstructions, faulty or impassible highway, lack of capacity of any highway, bridge, ferry, or caused by breakdown or mechanical defect of vehicles or equipment. (d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the property is stopped and held or stored in transit upon the request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the property. (e) In case of quarantine the property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, and in such cases, carrier's responsibility shall cease when the property is so discharged, or property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expense of whatever nature or kind upon or in respect to the property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts done or required by quarantine regulations or authorities even though the same may have been done by carrier's offices, agents, or employees, nor for detention, loss or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished by the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damages they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 2 (a) No carrier is bound to transport said property by any particular schedule, vehicle, train or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value less charges shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence. (b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the property when the loss, damage, injury or delay occurred, within nine months after delivery of the property (or in case of export traffic, within nine months after delivery at port of export), or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against carrier only within two years and one day from the day when notice in writing is given to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, no carrier hereunder shall be liable, and such claims will not be paid. Carrier will not be liable for concealed damage not noted at time of delivery if the property owner, shipper or consignee fails to request an inspection of such damage by the carrier or its agent within 15 days following delivery of property into the custody of the consignee or his agent.

Sec. 3. Except where such service is required as the result of carrier's negligence, all property shall be subject to necessary cooperage, packing and repacking at owner's cost.

Sec. 4 (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination, or at the item tender of delivery of the property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse or place of business of the carrier, subject to the tariff charges for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. In the event the consignee can not be found at the address given for delivery, then in that event, notice of the placing of such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such property has been placed, subject to the provisions of this paragraph. (b) Where nonperishable property which has been transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or said consignee, or party entitled to receive it fails to receive it or lay claim to said property within 15 days after notice of arrival of the property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as may be designated by the carrier, provided, that the carrier shall have first mailed, sent, or given to the consignee notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provide, that 30 days shall have elapsed after said notice that the property was refused or remains unclaimed was mailed, sent or given, before publication of notice of sale. (c) Where the procedure provided for in preceding is not possible, it is agreed that nothing contained in said section shall be construed to abridge that right of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law. (d) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense and, should there be a balance, it shall be paid to the owner of the property sold hereunder. (e) Where the carrier is directed to take property from a place or places at which the consignor or his agent is not present the property shall be at the risk of the owner before loading. Where the carrier is directed to unload or deliver property at a place at which the consignee or his agent is not present the property shall be at the risk of the owner after unloading or delivery.

Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classifications or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.

Sec. 6. Perishable property, explosive or dangerous goods will not be accepted for shipment. Every party whether principle or agent shipping such goods shall be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment.

Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on said property, but except in those instances where it may lawfully be authorized to do so, no carrier shall deliver or relinquish possession at

destination of the property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignee shall be liable for the advances, tariff charges, packing, storage and all other lawful charges. If the consignee has given to the carrier erroneous information as to who the beneficial owner is, such consignee shall himself be liable for such additional charges. Nothing herein shall knit the right of the carder to require at lime of shipment, the prepayment of the charges. If upon inspection it is ascertained that the articles shipped are not those described in this bill of lading, the advances or tariff charges must be paid upon the articles actually shipped.

Sec. 8. My alteration, addition or erasure in this bill of lading, which shall be make without special notation hereon of the agent of the carrier issuing this bill of lading, shall be without effect, and this bill of lading shall be enforceable according to its original tenor.

PART II-CARRIAGE BY SEA

(1) CLAUSE PARAMOUNT. This bill of lading incorporates and is subject to the Carriage of Goods by Sea Act of the United States, approved April 16, 1936. The carder's liabilities and responsibilities shall not exceed in any respect the minimum liability imposed on the carrier by or for which the carrier may contract under said Carriage of Goods by Sea Act. The provisions of said act shall govern prior to loading and subsequent to discharge, at all times and places permitted by law, to the fullest extent permitted bylaw. (2) The carrier customarily transports goods by sea by means of vessels owned and operated by others than itself, and receive bills of lading covering goods so transported from the owner operator of such vessels. The liabilities of the carrier hereunder shall not exceed the liabilities of said ship owner, or slip operator, under its bill of lading; and if there is any loss, damage to, or delay in delivery, or a failure to deliver goods shipped pursuant to said bit of lading, for which the owner or operator of said vessel is not liable, carrier shall not be liable. (3) Goods shipped by sea hereunder are declared by shipper to have a valuation of not exceeding 10 cents per pound per article unless a higher valuation is noted on the face of the bill of lading and freight paid on said higher valuation, pursuant to tariff. (4) In no event will carrier's liability exceed the total sum of \$500 per package or if said goods are not shipped in packages, \$500 per customary freight silt. Where carrier combines several smaller packages or other units of goods into a single large package box or other container, for transportation by sea, said large package, box or other container shall be deemed to be the package referred to in the Carriage of Goods by Sea Act and carrier's liability for said package shall not exceed \$500. In the event of loss or damage with respect to said package containing the goods of two or more shippers exceeding \$500, the amount, if any, payable by reason of said loss or damage by the carrier shall be prorated between shippers. (5) In the event that the liability or responsibility of the owner or operator of any vessel transporting said merchandise shall be restricted, reduced or removed under law limiting the liability of shipper or operator, including without limitation the following statutes: Rev.. Stat. 4282 (the Fire Act); Rev. Stat. Sec. 4283 (the Limitation of Liability Act), the liability of the canter for loss, damage or destruction of said goods shall not exceed the amount which carrier is able to recover against said ship owner or operator for damage to the goods shipped under this bill. The foregoing shall not constitute a waiver of any rights which carrier may have under said laws, or any other law, which may limit its liabilities. (6) Suit against carrier must be filed within the time specified in the Carriage of Goods by Sea Act which, for shipper's information only and without responsibility is staled to be one year from the time when the goods are delivered, or should have been delivered, at port of destination. No right given by said statutes is waived hereby. (7) General Average shall be payable by shipper according to the terms of the bill of lading issued by the owner or operator of the vessel transporting the goods.

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