

TERMS AND CONDITIONS

OCEAN BLUE

OCEAN BLUE EXPRESS INC.

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1. **CLAUSE PARAMOUNT:** If this Bill of Lading covers the carriage of goods by sea to or from the United States of America, this Bill of Lading shall have effect subject to the provisions of the Carriage of Goods By Sea Act of the United States of America, approved April 16, 1935, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or limitations or an increase of its responsibilities or liabilities under said Act. The provisions stated in said Act (except as otherwise specifically provided herein) shall govern before the shipment is loaded on and after it is discharged from the vessel and throughout the entire time the goods are in the exclusive custody of the Carrier until made ready for delivery. If this Bill of Lading covers the carriage of Goods by sea to or from non-United States ports, this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and as enacted by the country of shipment or destination and any legislation making those Rules compulsorily applicable to this Bill of Lading shall be deemed incorporated herein made part of this Bill of Lading. When no such enactment is in force in the country of shipment or destination, the Hague-Visby Rules shall apply. The Hague-Visby Rules shall also govern before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the actual custody of the Carrier or its Subcontractors.

2. **DEFINITIONS:** In this Bill of Lading the word "Vessel" means the vessel to be used for ocean crossing, named on the face hereof or any substitute ocean vessel actually used, also any feeder-ship, ferry, lighter, or any other watercraft used by the Carrier in the performance in this contract, the word "Carrier", means Ocean Blue Express Inc., acting as a non-vessel-operating common carrier as defined under the Shipping Act of 1984 and any amendments thereto, and the Vessel, her owner, demise charterer, if bound hereby, the time charterer, and any substituted ocean carrier, the word "Merchant" means and includes the shipper, consignor, consignee, exporter, importer, the holder of this Bill of Lading and/or the receiver or the owner of the Goods, any person entitled to possession of the Goods, all of whom shall be jointly and severally liable to the Carrier for the payment of all freight, demurrage, detention, and for the performance of the obligations of any of them under this Bill of Lading, the word "Goods" means the whole or any part of the cargo described on the face of this Bill of Lading and, if the cargo is packed into containers(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well, the word "Package" means the largest individual unit of partially or completely covered or contained cargo made up by or for the Merchant which is delivered and entrusted to Carrier, including palletized on its and each container packed and sealed by the Merchant or on its behalf, although the Merchant may have furnished a description of the contents of such sealed container(s) on this Bill of Lading, and the word "Subcontractor" means and includes ocean common carriers, stevedores, longshoremen, lighters, terminal operators, warehousemen, truckers, railroads, agents, and any person, corporation or other legal entity that performs any of the Carrier's obligations under this Bill of Lading (whether or not in direct privity of contract with the Carrier), and includes the Subcontractor's own Subcontractor(s).

3. **SUBCONTRACTING; RIGHTS AND DEFENSES OF SUBCONTRACTORS:** A) The Carrier shall be entitled to subcontract on any terms the whole or any part of the receiving, loading, discharge, handling, storage, stowage, carriage, custody or care of the Goods, including all stages of intermodal transportation, and any duty undertaken by the Carrier in relation to the Goods. B) If any claim is made by the Merchant against any Subcontractor, the Subcontractor and the agents of each shall have the benefit of all rights, defenses, exemptions, limitations, conditions, immunities, liberties and statutory protections in this Bill of Lading benefiting the Carrier as if the provisions were expressly for the benefit of the Subcontractor to the fullest extent permitted by the law applicable to Himalaya Clauses.

4. **CARRIER'S RESPONSIBILITY:** A) **PORT TO PORT SHIPMENT:** Except as otherwise provided herein, the Carrier's responsibility for Goods shall commence at the time when such Goods are received by the Carrier or its Subcontractors at the Port of Loading and shall terminate when such Goods are delivered by or on behalf of the Carrier at the intended Port of Discharge. Notwithstanding the above where the space(s) entitled "Place of Receipt" and/or "Place of Delivery" on the face hereof are completed, the contract contained in or evidenced by this Bill of Lading is for through transportation from and/or to the place(s) so named and the Carrier's responsibility shall then commence at the time when the Goods are delivered at the Place of Receipt so named (if any) and/or terminate when the Goods are delivered at the Place of Delivery so named (if any). The Merchant agrees to have the Carrier as agent to enter into contracts on behalf of the Merchant with other for transport, storage, handling or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the Vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others. B) **COMBINED TRANSPORT:** Except as otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the extent set out below: (1) Where the stage of Carriage where the loss or damage occurred cannot be proved: (i) The Carrier shall be entitled to rely upon all exclusions of liability under the rules or legislation that would have applied under Clause 1 above had the loss or damage occurred at sea or, if there was no carriage by sea, under the US COGSA or Hague Visby Rules; ii) where under (1) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, it shall only be liable to the extent that those factors for which it is liable have contributed to the loss or damage; and iii) where the Hague Visby Rules (or any legislation applying such rules or Hague-Visby Rules such as COGSA is not compulsorily applicable, the Carrier's liability shall not exceed US \$2.00 per kilo of the gross weight of the Goods lost, damaged or in respect of which the claim arises or the value of such Goods, whichever is the lesser. (2) Where the stage of Carriage where the loss or damage occurred can be proved: (i) The liability of the Carrier shall be determined by the provisions contained in any international convention of national law of the country which provisions cannot be departed from by private contract to the detriment of the Merchant and would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of the particular stage of Carriage where the loss or damage occurred and had received as evidence thereof any particular document must be issued in order to make such international convention or national law applicable; and ii) where (i) above does not apply and liability of the Carrier shall be determined by Clause 1. (3) **DELIVERY OF CARGO:** Immediately upon arrival of the Vessel at the Port of Discharge, the Carrier may without giving notice either of arrival or discharge, deliver the container(s) and/or goods onto any wharf, craft, or place that the Carrier or port authorities may select and continuously Sundays and Holidays included, in daytime or nighttime, no matter what the state of the weather or custom of the port may be. All lighterage and use of craft in loading and discharging shall be at the risk and expense of the Merchant. It is agreed that delivery by the Carrier in any event shall take place upon discharge from the Vessel to a safe lighter or dock and the responsibility of the Carrier in any capacity shall altogether cease when the Goods have been discharged and possession is received or taken by customs or other authorities, or by the operator or person in charge of any lighter, craft, wharf, store, warehouse, elevator or other facilities, whether selected by the Merchant, or by port authorities or by the Carrier, unless it be shown that any loss or damage to the Goods was caused by the Carrier's negligence in selecting the lighter, dock or warehouse. The burden of establishing such negligence is on the Merchant. (4) **DELAY, CONSEQUENTIAL LOSS:** Except as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damages by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for unreasonable delay, liability shall be limited to the freight applicable to the relevant stage of the transport. (5) **VALUABLE GOODS:** The Carrier shall not be liable for loss of or damage to or in connection with precious metals or stones, chemicals, jewelry, currency, writings, negotiable instruments, securities, documents, works of art, heirlooms, or any other valuable Goods, including Goods having particular value only for the Merchant, unless the Merchant has declared the nature and value of the Goods in writing before receipt of the Goods by the Carrier or Subcontractor, the nature and value of the Goods have been inserted on the face of this Bill of Lading, and additional freight has been paid as required.

5. **ROUTE OF TRANSPORT; TRANSSHIPMENT; FORWARDING:** A) The scope of the sea voyage herein contracted for shall include usual or customary ports of call whether named in this Bill of Lading or not, also ports in or out of the advertised, geographical, usual route or order, even though in proceeding thereto the Vessel may sail beyond the port of discharge named herein or in a direction contrary thereto, to, or return to the original port, or depart from the direct or customary route and includes all canals, straits, and other waters. The Vessel may call at any port for the purpose of the current voyage, or of a prior or subsequent voyage. The Vessel may omit calling at any port whether scheduled or not, and may call at the same port more than once, may discharge the Goods the first or subsequent call at the port of discharge, may for matters occurring before or after loading, and either with or without the Goods on board, and before or after proceeding towards the port of discharge, adjust compasses, drydock with or without cargo on board, stop for repairs, shift berths, make trial trips or tests, take fuel or stores, remain in port, lie on bottom, aground or at anchor, sail with or without pilots, to and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage. The Carrier's sailing schedules are subject to change without notice, both as to sailing date and date of arrival. If this is a Through Bill of Lading, no carrier is bound to transport the shipment by any particular train, truck, aircraft or vessel, or in time for any particular market or otherwise than with reasonable dispatch; no carrier shall be liable for delay and any carrier shall have the right to forward the goods by substitute carrier. B) In any situation whatsoever and whatsoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgement of the Carrier or the Master is likely to give rise to risk of capture, seizure, detention, damage, delay or disadvantage to or loss of the Vessel or any part of her cargo, to make it unsafe, imprudent or unlawful for any reason to receive, keep or load the goods, or commence or proceed on or continue the voyage, or to enter or discharge the goods or disembark passengers at the port of discharge, or the usual or agreed or intended place of discharge in such port, or to give rise to delay or difficulty in proceeding by the usual or intended route, the Carrier or the Master may decline to receive, keep or load the goods or may devan container(s) contents or any part thereof and may require the shipper, or other persons entitled thereto, to take delivery of the Goods at the port of shipment and upon failure to do so, may warehouse the Goods at the risk and expense of the Merchant; or the Vessel, whether or not proceeding toward or entering or attempting to enter a port of discharge, may discharge the Goods and/or devan the contents of any container(s) at another port, in depot, lighter, craft, or other place, or may forward or transship them or the Carrier or the Master may retain the Goods unvaned or unvaned, on board until return of the Vessel to the port of loading or to the port of discharge or until such time as the Carrier or the Master thinks advisable and discharge the Goods at any place whatsoever as herein provided. The Carrier or the Master is not required to give notice of such devanning or of discharge of the Goods or of the forwarding thereof as herein provided. When the Goods are discharged from the ship, as herein provided, they shall be at the risk and expense of the Merchant; such discharging shall constitute delivery and performance under this Bill of Lading and the Carrier shall be freed from any further responsibility, unless it be shown that any loss or damage to the Goods arose from Carrier's negligence in the discharge and delivery as herein provided, the burden of establishing such negligence being on the owner of the Goods. For any service rendered to the Goods as hereinabove provided or for any delay or expense to the vessel causes as a result thereof, the Carrier shall be entitled to a reasonable extra compensation, and shall have lien on the Goods for such charge. Notice of disposition of the Goods shall be mailed to the Merchant. Goods shut out from the Vessel named herein for any cause may be forwarded on a substitute vessel at Carrier's option. In all cases where the Goods are delivered to another carrier, or to a lighter, port authorities, warehouseman, or other bailee, for trans-shipment, the liability of this Carrier shall absolutely cease when the Goods are out of its exclusive possession and shall not resume until the Goods again come into its exclusive possession; and the responsibility of this Carrier during any such period shall be that of an agent of the Merchant, and this Carrier shall be without any other responsibility whatsoever. The carriage by any trans-shipment or on-carrier and all trans-shipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, consignment note, contract or other shipping document used at the time by such carrier.

6. **GOVERNMENT DIRECTIONS:** A) The Carrier and Vessel shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise, howsoever given by the government of any nation or department thereof or any person acting or purporting to act with the authority of such government or of any department thereof, or by any committee or person having, under the terms of war risk insurance on the Vessel, the right to give such orders or directions shall be a fulfillment of the contract voyage. Where the Carrier delivers the Goods to person(s) charged by the law, custom, or usage of the port

with the duty to receive the Goods and distribute them to the Merchant, the same shall constitute due delivery under this Bill and thereupon the liability of the Carrier in respect of the Goods shall entirely cease. B) In addition to all other liberties herein, the Carrier shall have t he right to withhold delivery of, reship to, deposit or discharge the goods at any place whatsoever, surrender or dispose of the goods or permit inspection or other control in accordance with any direction, condition or agreement imposed upon or extracted from the carrier by any government or department thereof or any person purporting to act with the authority of either of them, in any of the above circumstances, the Goods shall be solely at their risk and expense and all expenses and charges so incurred shall be payable by the cargo owner or consignee and shall be a lien on the goods.

7. MERCHANTS RESPONSIBILITY: A) Merchants and their agents shall be jointly and severally liable to Carrier for any loss or damage to containers or Goods while in their possession or the possession of their agents. The Carrier shall not in any event be liable for any loss, delay, damage or injury to the Goods, or to other property or to any persons arising out of the use or handling of Carrier's containers by Merchant or their agent. Merchant shall defend, indemnify and hold the Carrier harmless from and against any and all claims, loss, damage or fines on a container or the Goods before delivery to the Carrier at the port of loading. If the Goods are delivered in a container, the Merchant undertakes to return the container promptly to the Carrier in the same condition as when received from the Carrier. The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband. If the container is not supplied by or on behalf of the Carrier, the Merchant further warrants that the container meets all ISO and/or other international safety standards and is fit in all respects for Carriage by the Carrier. The Merchant shall defend, indemnify and hold harmless the Carrier for any injury, loss or damage, including fines arising from Merchant's failure to declare correctly herein any of the particulars furnished by him, including marks, quantity and description of the goods, weight and cubic measurement of goods and the exact total gross weight of container (container tare weight and cargo weight) and also for any kind of rerouting of the Goods at the Merchant's request or for any other act, fault or neglect of the Merchant, his agent or his servants for which the Carrier may become liable. If the container is discharged from the vessel with seals intact, the Carrier shall not be liable for any loss or damage to contents of container unless it be proven that such loss or damage was caused by the Carrier's negligence. B) Merchant shall defend, indemnify and hold harmless the Carrier against any loss or damage to the Vessel or cargo thereon or to any persons or property caused by inflammable, explosive or dangerous goods, shipped without full disclosure of their nature, whether such Merchant be principal or agent and such Goods so shipped may be thrown overboard or destroyed at any time without compensation.

8. CARGO STOWED IN CONTAINERS BY MERCHANT: The Carrier shall not be responsible for the safe and proper stowing of Goods in containers if such containers are loaded with Goods by the Merchant, and no responsibility shall attach to the Carrier for any loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers loaded by the Merchant shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The Merchant shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were sound and suitable for use. The Carrier will not be liable in any event for the particulars, or other packages or pieces as shown in this Bill of Lading. The Carrier makes no representation as to the quantity, weight, or description in the Particulars Furnished by the Shipper. The Merchant agrees to be liable for, and shall indemnify the Carrier for any injury, loss or damage, including fines, arising from Merchant's failure to stow the Goods properly in the containers or to declare correctly herein any of the particulars furnished by Merchant, including marks, quantity and description of the Goods, weight and cubic measurement of Goods, and exact total gross weight of container, also for any kind of damage or injury caused by the contents of said container(s) to other property or to persons.

9. ON DECK CARGO: The Carrier shall have the right to stow containers on deck unless this Bill of Lading has a clause "stored under deck" on the face hereof by the Carrier. Containers stowed on deck shall be deemed for all purposes to be stowed under deck within the meaning of the Carriage of Goods by Sea Act.

10. REFRIGERATED CARGO: Special container(s) or cargo space with refrigeration or heating units shall not be furnished unless contracted for in writing at time of booking and freight is charged on the basis of the rates for cargo requiring such special container(s) or space as provided in, the tariff. Merchant shall advise Carrier of desired temperature range when delivering goods to the Carrier, and Carrier shall exercise due diligence to maintain desired range within plus or minus 2 degrees Fahrenheit, while the containers are in its custody and control. The Carrier does not warrant refrigerating or heating machinery of containers and shall not be responsible for its operation or maintenance except while the containers are in the actual custody and control at which time the Carrier shall exercise reasonable care in operation or maintenance of such machinery. In the case of a temperature controlled Container stuffed by or on behalf of the Merchant, the Merchant further undertakes that the container 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. Carrier shall not be responsible for the consequences of cargo tendered at a higher temperature than that required for the transportation. If the above requirements are not complied with, Carrier shall not be liable for any loss of or damage to the Goods whatsoever.

11. BOTH-TO-BLAME COLLISION CLAUSE: If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and act, neglect and 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 or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to or any claim whatsoever of the owners of the said goods, paid or payable by the other non-carrying vessel or her owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel of her owners as part of their claim against the carrying vessel or Carrier.

12. GENERAL AVERAGE: General average shall be adjusted, stated and settled according to York-Antwerp Rules 1974, except Rule XXII thereof, at such port or place as may be selected by the Carrier, and as to matters not provided for these Rules, according to the laws and usage at the port of New York. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before delivery of the goods. The Adjustment shall be made by an Adjuster selected by the Carrier from the Association of Average Adjusters of the U.S.A. and the resulting Adjustment shall be prima facie evidence as against all interests. 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, the Carrier is not responsible, by statute, contract, or otherwise, the goods, the Merchant shall contribute with the Carrier in general average to the payment any sacrifices, 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. Contribution to general average by all interests shall be paid to the owners even when such average is the result of fault, neglect or error of the Master, pilot or crew.

13. LIEN: A) The Merchant shall be liable for and shall indemnify the Carrier and the Vessel and the Carrier shall have a lien on the Goods, for all expenses of operating, repairing or reconditioning the Goods, also all expenses for repairing containerainers damaged while in possession of the Merchant and demurrage on containers; also Merchant's failure to supply information or otherwise comply with laws and regulations in connection with the Goods. The Carrier's lien shall survive delivery and may be enforced by private or public sale and without notice. B) The Carrier shall have a general lien on the Goods and any other properties (and documents relating thereto) of Merchant, in its possession, custody or control or en route, for all claims (including past due amounts) for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. If such claim remains unsatisfied for 30 days after demand for its payment is made, Carrier shall be entitled to sell the goods privately or by auction, without prior notice to the Merchant, as may be necessary to satisfy such lien and the costs of recovery, and apply the net proceeds of such sale to the payment of the amount due Carrier. Any surplus from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

14. FREIGHT AND CHARGES: A) Since freight is calculated on the basis of particulars furnished by the Merchant, the Carrier may at any time inspect the contents of the container(s) and examine the contents of the packages, weight, measure and value the Goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, the Merchant and Goods shall be liable for all expense incurred for examining, weighing, measuring and valuing the Goods. B) Full freight to destination shall be considered completely earned upon receipt of the Goods, whether the freight be stated or intended to be prepaid or to be collected at destination and the Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them irrevocably under all circumstances whatsoever, vessel and/or goods lost or not lost or the voyage broken up or abandoned. C) All unpaid charges shall be paid in full and without any offset, counterclaim or deduction, in the current of the United States, or at Carrier's option, its equivalent in foreign currency. D) The Merchant shall be jointly and severally liable to the Carrier for the payment of all freight and charges and pay for the expenses of collection and litigation, including reasonable attorneys' fees. E) Merchant shall be jointly and severally liable to Carrier for demurrage, detention, general order, advances and any and all costs associated with the abandonment of the freight or a refusal of the consignee to take delivery whether or not the front of this Bill of Lading has been marked "PREPAID" or "COLLECT" so long as freight and charges remain unpaid. F) Merchant shall jointly and severally indemnify Carrier for all claims, fines, penalties, damages, costs and other amounts which may be incurred or imposed upon Carrier by reason of any breach of any provisions of this Bill of Lading or of any statutory or regulatory requirements by the Merchant.

15. LIMITATION OF LIABILITY: A) In case of any loss or damage to or in connection with Goods exceeding in actual value the equivalent of \$500 lawful money of the United States, per package, or in case of Goods not shipped in package, per shipping unit, the value of the Goods shall be deemed to be the \$500 per package or per shipping unit. The Carrier's liability, if any, shall be limited to \$500 per package or per shipping unit or pro rata in case of partial loss or damage, unless the nature of the Goods and a valuation higher than \$500 per package or shipping unit shall have been declared in writing by the Shipper upon delivery to the Carrier and inserted in this Bill of Lading and extra charge paid. If the actual value of the Goods per package or per shipping unit shall exceed such declared value shall nevertheless be deemed to be 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. The words "shipping unit" shall mean each physical unit or piece of cargo not shipped in a package, including articles or things of any description whatsoever, except goods shipped in bulk, and irrespective of the weight or measurement unit employed in calculating freight charges. B) Where the Hague-Visby Rules apply hereunder by virtue of Clause 1, the Carrier's liability for the loss or damage to goods shall in no event exceed the greater of 2 SDRs per kilogram of gross weight of the Goods lost or damaged or 667 SDRs per package.

16. NOTICE OF CLAIM AND TIME BAR: Written notice of claims for loss of or damage to the Goods occurring or presumed to have occurred while in the custody or control of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of delivery. In any event, the Carrier shall be discharged from any liability in respect of the Goods, including but not limited to liability for nondelivery, misdelivery, delay, loss, or damage, unless suit is brought against Carrier within twelve (12) months after delivery of the Goods, or the date when the Goods should have been delivered. Suit shall not be deemed brought unless jurisdiction shall have been obtained over the Carrier and/or the vessel by service of process or by an agreement to appear. The Merchant and his assignees, subrogees or representatives shall file any and all claims directly with the Carrier or other party responsible for any loss, damage, injury, expense, it being specifically agreed that this Carrier shall not be responsible for any loss, damage, injury, expense not occurring on its own ocean route, nor while the Goods are not in its actual custody and control. This time bar does not apply to Carrier's claims against the Merchant arising out of this Bill of Lading.

17. CARRIER'S TARIFF: The Goods carried under this Bill of Lading are also subject to all the terms and conditions of Carrier's tariff(s) on file pursuant to the regulations of the United States Federal Maritime Commission or any other regulatory agency which governs a particular portion of the carriage and the terms are incorporated herein as part of

the terms and conditions of this Bill of Lading. Copies of the Carrier's tariff(s) may be obtained from Carrier or its agents upon request or from the governmental body with whom the tariff has been filed. In the case of inconsistency between this Bill of Lading and the applicable tariff or the terms and conditions of service, this Bill of Lading shall prevail.

18. LAW AND JURISDICTION: Nothing in this Bill of Lading shall operate the Carrier of any statutory protection or exemption from, or limitation of liability, contained in the laws of the United States, or in the laws of any other country which may be applicable. This Bill of Lading shall be construed according to the laws of the United States and the Merchant agrees that any suits against the Carrier shall be brought in the federal courts in the state of California, which shall have exclusive jurisdiction. Carrier reserves the right to bring suit against the Merchant for the collection of freight or other charges in any venue having jurisdiction over the Merchant.

19. SURRENDER AND NEGOTIABILITY OF BILL OF LADING: This Bill of Lading shall be non-negotiable unless made out "to order," in which event it shall be negotiable and shall constitute title to the Goods and the holder in due course shall be entitled to receive or to transfer the Goods herein described. In witness whereof one (1) original Bill of Lading has been signed if not otherwise stated above, the same being accomplished, the other(s), if any, to be void. If required by the Carrier, one (1) original Bill of Lading, duly endorsed, must be surrendered to the agent of the Carrier at the port of discharge, in exchange for delivery order. This Bill of Lading shall be prima facie evidence of the Carrier's receipt of the Goods as herein described. However, proof to the contrary shall not be admissible when this Bill of Lading has been negotiated or transferred for valuable consideration to a third party acting in good faith.