DEFINITIONS

All definitions herein include conventional definitions of selling, as well as express, express and implied meaning of selling, retainage and all like documents, hereinafter referred to and as used throughout this Bill of Lading shall be in the same meaning as defined in this section. The following are definitions of certain words, terms, and phrases used in this Bill of Lading:

a) "Agreement" means any agreement, judgment, decision, order, or proceeding involving or affecting the Carrier, or the Carrier's Bill of Lading bonds, and their rights and duties hereunder.

b) "Bill of Lading" means a document in the form set forth in this Bill of Lading, issued by or on behalf of the Carrier, and includes all copies of this Bill of Lading, whether original or duplicates.

c) "Carriage" means the whole of the operations and services undertaken or performed by or on behalf of the Carrier with respect to the Goods.

d) "Carrier" means the person or company named on this Bill of Lading as the Carrier or any person named in the endorsement of this Bill of Lading as the Carrier.

e) "Charges" means freight, deadfreight, demurrage and all expenses and money obligations incurred or payable by the Carrier.

f) "Container" means a device, including any portion thereof, or a processing, service or transportation unit of any kind, comprising or consisting of any one or more of the following: sea container, road container, rail container, air container, or any other article or type of container or equipment appropriate or authorized by the Carrier.

4. RESPONSIBILITY

b) The Carrier shall not be liable in any capacity whatsoever for any delay, nondelivery, mis-delivery or other loss or damage to or in connection with the Goods or any other goods, regardless of the port or place where any loss or damage shall occur, and without regard to whether the Goods covered hereby or any other goods are being handled or are damaged directly or indirectly during any handling, and even if the Goods or other goods are transported on free in, stowed and/or free out, or loaded upon or discharged from the Carrier's premises or the premises of any Participating carrier or any of their agents or employees.

c) If it should be determined that the Carrier bears any responsibility for loss or damage occurring during the care, custody and/or control of any Participating carrier or any agents or employees of any of them under this Bill of Lading, the Carrier must be notified in writing of such determination.

d) The Carrier may require the Merchant to provide such evidence or information as the Carrier requires in order to determine whether the Carrier bears any responsibility for any loss or damage.

e) If the Carrier bears any responsibility for any loss or damage occurring during the care, custody and/or control of any Participating carrier, the Carrier shall be entitled to all necessary and proper costs and expenses incurred by the Carrier in determining whether the Carrier bears any responsibility for any loss or damage and may require the Merchant to pay for such costs and expenses.

f) The Carrier may require the Merchant to provide such evidence or information as the Carrier requires in order to determine whether the Carrier bears any responsibility for any loss or damage occurring during the care, custody and/or control of any Participating carrier, the Carrier shall be entitled to all necessary and proper costs and expenses incurred by the Carrier in determining whether the Carrier bears any responsibility for any loss or damage and may require the Merchant to pay for such costs and expenses.

g) The Carrier shall be entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at the Merchant's expense, repair such Goods or replace them.

h) The Carrier shall be entitled to defend, indemnify and hold harmless the Carrier, any Participating carriers, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

i) The Carrier shall be entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at the Merchant's expense, repair such Goods or replace them.

j) The Carrier shall be entitled to have the Merchant take delivery, whether or not the Goods are damaged, they shall be considered to have been delivered to the Merchant, and the Carrier may, at the Merchant's expense, repair such Goods or replace them.

5. INDEMNIFICATION

a) The Merchant shall defend, indemnify and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from one or more of the matters covered by a), b) and/or c) above.

b) Notwithstanding a) above, the Merchant shall defend, indemnify and hold harmless the Carrier and any Participating carrier, their agents and servants, in respect of any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

c) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

d) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

e) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

f) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

g) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

h) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

i) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.

j) The Merchant shall indemnify, defend, and hold harmless the Carrier, any Participating carrier, independent contractors, their agents and servants, against any action, claim, liability or expense whatsoever arising from any breach of the provisions of this Clause 7, or from any cause in connection with the Goods for which the Carrier is not liable.