1. DEFINITIONS

In this Bill of Lading the word "Carrier" includes Atlantic Container Line AB, the vessel, owner and charterer, or any other person or body acting or purporting to act in the carriage of such goods by sea or by land or air or otherwise. The word "Merchant" includes the consignor, the consignee and all persons, whether he be the shipper, the owner, the owner's agent or any other person, who may become entitled to the goods under the provisions of the Act. The word "Package" includes pallets, skids, drums, cases, and every other description of transportable packages, container, trailer, tank, lift van, flat or other article of transport used or consigned by the Merchant, including ship, rail and road transport. 2. Place of Receipt

For General Cargo, to all destinations

For Containerized Cargo, to all ports in the United States, or to any foreign ports where the carrier has an agency or charterer, or charterer's agent, or at the Port of Discharge.

3. Carrier's Responsibility - PRUDENT CASUALTY

(1) For U.S. Trade Route. This Bill of Lading shall include, subject to the provisions of the U.S. Carriage of Goods by Water Act of 1936 (46 U.S.C. §§ 896-899), and any amendment or modification thereof, the Merchant undertakes that in the carriage of the goods the goods are not to be loaded, stowed, unloaded, transferred, shipped, transported, received, consigned, warehoused, landed, delivered or in any way handled, or the goods or the packages, containers, vessels, or any part of the same, are not to be taken in charge, whether by sea or land, by the Merchant or by any person, unless and until the same shall be endorsed in accordance with the orders of the Merchant as set forth on the face hereof or not; transfer the goods from one conveyance to another including, but not limited to, transfer to or from railroad, storage yard, public warehouse, bonded warehouse, general warehouse, merchant warehouse, or any other storage facility. Any damage or loss of goods occurring during any such transfer shall not be deemed a deviation of whatsoever nature or degree.

(2) At Delivery. Any damage or loss of or to the goods occurring after discharge or during the time the goods are received by the Carrier at the Port of Receipt or Port of Discharge shall not be deemed a deviation of whatsoever nature or degree.

(3) At Discharge. Any damage or loss of or to the goods occurring after discharge from the time the goods are received by the Carrier at the Port of Receipt or Port of Discharge and any other person participating in the carriage of the goods, whether by sea, land, or air or otherwise, is otherwise responsible.

4. Description and Particulars

(a) The description and particulars of the goods set out on the face hereof are furnished by the Merchant.

(b) if there is any damage or loss of or to the goods occurring after discharge from the time the goods are received by the Carrier at the Port of Receipt or Port of Discharge and any other person participating in the carriage of the goods, whether by sea, land, or air or otherwise, is otherwise responsible.

5. Certain Rights and Immunities for the Carrier and Other Persons

(1) The carrier shall be entitled to all the rights and immunities provided for in the Hague, Hague-Visby or COGWA or COGSA insofar as it is compulsorily applicable. Further, the carrier may be entitled to all the rights and immunities provided for in the above mentioned Rules, or any law or regulation from time to time in force, whether or not connected with the carriage of the goods. Anything done in accordance with (1) or (2) above shall be deemed a deviation of whatsoever nature or degree.

(2) Notwithstanding the provisions of this Article, the carrier may be entitled to all the rights and immunities provided for in the above mentioned Rules, or any law or regulation from time to time in force, whether or not connected with the carriage of the goods. Anything done in accordance with (1) or (2) above shall be deemed a deviation of whatsoever nature or degree.

6. General Average

If delivery of the goods is not taken by the Merchant at the time and place where the goods are ready for delivery, the Carrier may stow the goods in a public warehouse or other place of deposit, and the Merchant shall be entitled to claim the goods at such warehouse or place, at the Merchant's expense and without any liability towards the Merchant.

(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) Delivery of goods shall pass from the Carrier to the Merchant at the price and in the condition specified in this Bill of Lading. If the above requirements are not complied with, the Carrier shall not be liable for any loss of or damage to the goods and any salvage and special charges thereon, shall, if required, be submitted to the court for their determination.

7. JURISDICTION AND LAW

Except as otherwise stated herein, the contract evidenced by or contained in this Bill of Lading shall be deemed to have been made at the place of discharge. If delivery of the goods is not taken by the Merchant at the time and place where the goods are ready for delivery, the Carrier may stow the goods in a public warehouse or other place of deposit, and the Merchant shall be entitled to claim the goods at such warehouse or place, at the Merchant's expense and without any liability towards the Merchant.

General Average to be adjusted at any port or place at the Carrier's option, and to be settled according to the general principles of general average, under the laws of the United States, or the laws of the Country of the Port and at the Merchant's expense and without any liability towards the Merchant.

The Carrier shall not be liable for any damage or loss of or to the goods occurring from derangement, breakdown, stoppage of the temperature controlling machinery, plant, inactivation or failure of any apparatus in the Container, provided that the Carrier shall not be at fault or at the beginning of the time the goods were placed in the Refrigerated Container in an efficient state.

4. Description and Particulars of the goods

(a) The description and particulars of the goods set out on the face hereof are furnished by the Merchant. Any damage or loss of or to the goods occurring after discharge from the time the goods are received by the Carrier at the Port of Receipt or Port of Discharge shall not be deemed a deviation of whatsoever nature or degree.

(b) Notwithstanding the provisions of this Article, the carrier may be entitled to all the rights and immunities provided for in the above mentioned Rules, or any law or regulation from time to time in force, whether or not connected with the carriage of the goods. Anything done in accordance with (1) or (2) above shall be deemed a deviation of whatsoever nature or degree.