

1.(Definition)

In this bill of lading, the term "Carrier" refer to Japan Trust Co. Ltd. ; the word, "Merchant" includes the shipper, consignor, consignee, owner and receiver of the goods and the holder of this Bill of Lading; if the word " goods " means the cargo described on the face of this Bill of lading and, if the cargo is packed into container(s) supplied or furnished by or on behalf of the Merchant, includes the container(s) as well ; the word "vessel" includes vessel, ship, craft, lighter or other means of transport which is or shall be substituted, in whole or part, for the vessel named on the face hereof. "Sub-Contractor" includes owners and operators of vessels, stevedores, terminal operators, road, rail and air transport operators and independent contractors and their respective servants, agents and sub-contractors and any and all the Persons employed in performance of the whole or any part of the Carriage. "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods covered by this Bill of Lading. "Person" means an individual, group, company, or other entity.

2.(Clause Paragraphs)

(1)If it is proved that the loss or damage occurred during the Carriage by sea, this Bill of Lading shall have effect subject to the provisions of "The Carriage of the Goods by Sea Act" of Japan, enacted 1957 as amended on 3 June, 1992" (hereinafter called COGSA), unless it is adjudged that any other legislation of a nature similar to the International Convention for the unification of certain rules of law relating to bills of lading done at Brussels on 25 August 1924 (hereinafter called the Hague Rules), or to the Protocol to amend the Hague Rules done at Brussels on 23 February 1968, or, where applicable, to the Protocol amending the Hague Rules as amended by the Protocol of 23 February 1968 done at Brussels on 21 December 1979, mandatorily applies to this Bill of Lading, in which case it shall have effect subject to the provisions of such similar legislation (hereinafter called the Hague Rules Legislation), and the COGSA or the Hague Rules Legislation shall be deemed to be incorporated herein.

(2)The COGSA or the Hague Rules Legislation shall apply and govern before the Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in custody of the Carrier and his servants or agents or the Actual Carrier until all the Bill of Lading is surrendered for Discharge.

(3)If any provision herein is held to be inconsistent with or repugnant to any extent of the COGSA, the Hague Rules Legislation or any other laws, statutes or regulations mandatorily applicable to the contract evidenced by this Bill of Lading, such provision shall be null and void to the extent of such inconsistency or repugnance but no further.

3.(Sub-Contraction)

(1)The Carrier shall be entitled to sub-contract the Carriage on any terms the whole or any part of the Carriage, loading, unloading, storing, warehousing, handling and any and all duties whatsoever undertaken by the Carrier in relation to the Goods, including liberty to further sub-contract.

(2)The Merchant undertakes that no claim or allegation shall be made against any servant, agent, Sub-Contractor or other Person of the Carrier which imposes or attempts to impose upon any of them or any vessel owned by any of the many liability whatsoever in connection with the Goods. If any such claim or allegation should nevertheless be made, the Merchant shall indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent, the Sub-Contractor and other Person shall have the benefit of all provisions herein for the benefit of the Carrier as if such provisions were expressly for their benefit and in entering into this contract, the Carrier, to the extent of those provisions, does so not only on his own behalf, but also as agent and trustee for such servant, agents, the Sub-Contractor and other Person.

(3)The aggregate of the amounts recoverable from the Carrier and such servant, agent, Sub-Contractor or other Person and their servant and agent shall in no case exceed the limits provided herein.

4.(Route of Transport)

(1)The goods may, at the Carrier's absolute discretion, be carried by the vessel and/or any other means of transport by water, land or air and by any route whatsoever, whether or not such route is the direct, advertised or customary route.

(2)The vessel shall have liberty to call and/or stay at any port(s) or place(s) in or out of the direct, advertised or customary route, once or more often and in any order backwards or forwards, and/or to omit calling at any port(s) or place(s) whether scheduled or not.

(3)The vessel shall have liberty to adjust compasses, go on drydock or ways, or to repair yards, shift berths, take fuel or stores, remain in port, sail with or without pilots, tow or be towed, and save or attempt to save life or property.

(4)Any action taken by the Carrier under this Article shall be deemed to be included within the contractual carriage and such action or delay resulting therefrom shall not be deemed to be a deviation. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading.

5.(Responsibility)

(1)The Carrier shall be liable for loss of or damage to the Goods occurring between the place of receipt and the place of delivery, unless such loss, damage or delay in delivery was caused by:

- (a)the wrongful act or omission of the Merchant;
- (b)compliance with the instructions of the Merchant intended to give them;
- (c)inherent vice or nature of the Goods;
- (d)inefficiency of packing or inadequate nature of the packing;
- (e)defect of the Container used to consolidate the Goods if supplied by the Merchant;
- (f)handling, loading, storage into or discharge from the Container by the Merchant;
- (g)war, warlike operations, riots, civil commotions and strikes or lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; or
- (h)any cause or event which the Carrier could not avoid and the consequence whereof the Carrier could not prevent by the exercise of due diligence.

(2)If the stage of the Carriage during which the loss or damage occurred is known, notwithstanding anything provided for otherwise herein, the liability of the Carrier shall be determined by the provisions contained in any international convention or national law compulsorily applicable.

(3)If it cannot be proved where the loss or damage occurred, the loss or damage shall be deemed to have occurred in the course of the Carriage by sea and the Carrier shall be liable to the extent prescribed by the Act or applicable Hague Rules Legislation, as the case may be, as provided for in Clause 2 hereof.

(4) In any event the carrier's liability shall not exceed the limit as set out in Clause 20 excluding (7) hereunder.

6.(Liberties)

(1) In any situation whatsoever, whether or not existing or anticipated before commencement of or during the transport, which in the judgment of the Carrier (including for the purpose of this Article any person charged with the transport or safekeeping of the goods), (i)has given or is likely to give rise to danger, injury, loss, delay or disadvantage of whatsoever nature to the vessel, a vehicle, the Carrier, any person, the goods or any property, or (ii)has rendered or is likely to render it in any way unsafe, impracticable or unlawful or against the interest of the Carrier or the Merchant to commence or continue the transport or to discharge the goods at the port of discharge or to deliver the goods at the place of delivery by the route and in the manner originally intended by the Carrier, the Carrier (at any time shall be entitled to unpack the container(s) or otherwise dispose of the goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant; and/or

(b)before the goods are loaded on the vessel, a vehicle or other means of transport at the place of receipt or port of lading shall be entitled to cancel the contract of carriage without compensation and to require the Merchant to take delivery of them and upon his failure to do so, to warehouse or place them anywhere at the risk and expense of the Merchant; and/or

(c)if the goods are at a place awaiting transshipment, shall be entitled to terminate the transport there and to store them at any place selected by the Carrier at the risk and expense of the Merchant; and/or

(d)if the goods are loaded on the vessel, a vehicle or other means of transport whether or not approaching, entering or attempting to enter the port of discharge or to reach the place of delivery or attempting or commencing to discharge, shall be entitled to discharge the goods or any part thereof at any port or place selected by the Carrier or to carry them back to the place of loading or to any other port or place selected by the Carrier; and/or

(e) above shall constitute complete and final delivery and full performance of this contract, and the Carrier thereafter be freed from any responsibility hereunder.

(2)The situations referred to in the preceding paragraph shall include, but shall not be limited to , those caused by the existence or apprehension of war declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances; closure of , obstacle in or danger to any canal; blockade of port or place or interdiction or prohibition of or restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lockouts or other labor troubles whether partial or general and whether or not involving employees of the Carrier or his sub-contractors; congestion of port, wharf, sea terminal or any other place; shortage, absence or obstacles of labour or facilities for loading discharge, delivery or other handling of the goods; epidemics or diseases; bad weather, shallow water, ice, landslide or other obstacles in navigation or haulage.

(3)The carrier 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 of any department or agency thereof or by any government or authority acting or purporting to act with the authority of such government or to any department or agency thereof, or by any committee or person having, under the terms of any war risk insurance on the vessel, the right to give such orders or directions, and if by reason of, and in compliance with, any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and the Carrier shall not be liable for any loss of or damage to or expense with respect to the goods whatsoever, arising from compliance with any such orders or directions.

7.(Unknown Clause)

Any reference on the face hereof on marks, numbers, description, quality, quantity, gauge weight, measure, nature, kind, value and any other particulars of the goods is as furnished by the Merchant, and the Carrier shall not be responsible for the accuracy thereof. The Merchant warrants to the Carrier that the particulars furnished by him are correct and shall indemnify the Carrier against all loss, damage, expenses, liability, penalties and fines arising or resulting from inaccuracy thereof.

8.(Use of Container)

Where the goods receipt of which is acknowledged on the face of this Bill of Lading are not already packed into container(s) at the time of receipt, the Carrier shall be at liberty to pack and carry them in any type of container(s).

9.(Container Packed by Merchant)

if the cargo received by the Carrier is container(s) into which contents have been packed by or on behalf of the Merchant.(1) this Bill of Lading is prima facie evidence of the receipt only of the number of container(s) shown on the face hereof and the order and condition of the contents and any particulars thereof (including marks and numbers, number and kind of packages or pieces, description, quality, quantity, gauge, weight, measure, nature, kind and value) are unknown to the Carrier, who accepts no responsibility in respect thereof. And (2) the Merchant warrants that the stowage of the contents of container(s) and then closing and sealing are safe and proper and also warrants that the container(s) and contents thereof are suitable for handling and carriage in accordance with the terms hereof including Article 11.In the event of the Merchant's breach of said warranties, the carrier shall not be responsible for loss of or damage to or in connection with the goods resulting from said breach and the Merchant shall be liable for loss of or damage to any other property or for personal injuries or the consequences of any other accidents or events whatsoever and shall indemnify the Carrier against any kind of loss or liability suffered or incurred by the Carrier on account of the said accidents or events, and (3) the Merchant shall inspect the container(s) when the same are tamished by or on behalf of the Carrier, and they shall be deemed to have been accepted by the Merchant is being in sound and suitable condition for the purpose of the transport contracted herein, unless he gives notice to the contrary in writing to the Carrier, - and (4) if the container(s) are delivered by the Carrier with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss of or damage to the contents of the container(s), and (5) the Carrier hereunder and the Carrier shall be at liberty to open the container(s) and to inspect the contents of the container(s) without notice to the Merchant such time and place the Carrier may deem necessary and all expenses incurred therefrom shall be borne by the Merchant , in case the seals of container(s) are broken by the customs or other authorities for the contents of the said container(s), the Carrier shall not be liable for any loss, damage, expense or any other consequences arising or resulting therefrom.

10.(Dangerous goods, contraband)

(1)The Merchant undertakes not to tender for transportation any Goods which are of an explosive, inflammable, radioactive, corrosive, or damaging, noxious, hazardous, poisonous, injurious or dangerous nature without giving prior written notice of their nature to the Carrier and making the Goods and the Containers or other covering on the outside as required by any laws or regulations or by reason of international convention relating to the carriage of the Goods of a dangerous nature which may be applicable during the Carriage.

(2)If the Merchant fails to provide such requirements and at any time and the Goods are found to be contraband or prohibited by any laws or regulations of the port of loading, discharge or call or any place during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation to the Merchant and the Merchant shall be liable for and indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of or resulting from such Goods. Further, the Carrier shall be under no liability to make general average contribution in respect of such Goods.

(3)If the Goods shipped with the knowledge of the Carrier as to dangerous, inflammable, radioactive, or damaging nature, shall become a danger to the vessel, cargo or any other property or the Person, such Goods may in like manner be discharged, destroyed or rendered harmless without compensation to the Merchant.

(4)Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against any kind of claims, losses, damages, or expenses, or personal injury or death, arising in consequence of the Carriage of such Goods.

11.(Deck Cargo and Live Animals and Plants)

(1)The carrier has the right to carry the goods in container(s) under deck or on deck

(2) When the goods are carrier on deck, the Carrier shall not be required to specially note, mark or stamp any statement of "on deck stowage" on the face hereof, any custom to the contrary notwithstanding, and the goods so carried shall be subject to the applicable Hague Rules Legislation as provided for in Article 2 hereof, and shall be deemed to be carried under deck for all purposes including general average.

(3) Live animals and plants are carried without warranty, undertaking, responsibility or liability whatsoever on the part of the Carrier for any accident.

12.(Valuable Goods)

The Carrier shall not be liable for any loss of or damage to platinum, gold, silver, jewelry, precious metals, radioisotope, precious chemicals, bullion, specie, currencies, negotiable instruments, securities, writings, documents, pictures, embroideries, works of art, other heirlooms, collections of every nature or any other valuable Goods whatsoever including the Goods having particular value only for the Merchant, unless the true nature and value of the Goods have been declared in writing by the Merchant before receipt of the Goods and the same are inserted in this Bill of Lading and ad valorem freight have been prepaid thereon.

13.(Heavy Lift)

(1)The weight of a single piece or package exceeding one metric ton. Gross must be declared by the merchant in writing before receipt by the carrier and must be marked clearly and durably on the piece or package in letters and figures not less than two inches high. (2) in case of the merchant's failure in his obligation under the preceding paragraph, the carrier shall not be responsible for any loss of or damage to or in connection with the goods, and at the same time the merchant shall be liable for loss of or damage to any property or for personal injury arising as a result of the merchant's said failure and shall indemnify the carrier against any kind of loss or liability suffered incurred by the carrier as a result of such failure.

14.(Delivery by Marks)

(1)The Carrier shall not be liable for failure of or delay in delivery in accordance with marks unless such marks shall have been clearly and durably stamped or marked upon the goods,package(s) and container(s) by the Merchant before they are received by the Carrier in letters and numbers not less than two inches high,together with names of the port of discharge and placeof delivery.

(2)In no circumstances shall the Carrier be responsible for delivery in accordance with other than leading marks.(3)The Merchant warrants to the Carrier that the marks on the goods delivered to or taken into the custody of customs or other government officials, shall action shall constitute complete and final discharge of the Carrier's obligation hereunder.

(4)In case the cargo received by the Carrier is container(s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of container(s) shown on the face hereof, and shall not be required to unpack the container(s) and deliver the contents thereof in accordance in brands, marks, numbers, sizes or types of packages or pieces.

15.(Delivery)

(1)The carrier shall have the right to deliver the goods at any time from or at the vessel's side, craft, custom-house, warehouse, quay or any other place or point discharged by the Carrier within the geographical range of the port of discharge or place of delivery shown on the face hereof.

(2) In any case the Carrier's responsibility shall cease when the goods have been delivered to the Merchant, his agent or servants, inland carriers or any other person entitled to receive the goods at the delivering place designated by the Carrier.

(3)The goods delivered to or taken into the custody of customs or other government officials, shall action shall constitute complete and final discharge of the Carrier's obligation hereunder.

(4)In case the cargo received by the Carrier is container(s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of container(s) shown on the face hereof, and shall not be required to unpack the container(s) and deliver the contents thereof in accordance in brands, marks, numbers, sizes or types of packages or pieces.

(5)The goods are delivered during a reasonable time, or whenever in the Carrier's opinion the goods will be lost, deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his line and without any responsibility attaching to him, sell, abandon or otherwise dispose of such goods solely at the risk and expense of the Merchant.

16.(Transshipment and Forwarding)

(1)Whether arranged beforehand or not, the Carrier shall be at liberty without notice to carry the goods wholly or partly by the named or any other vessels(s), craft or other means of transport by water, land or air.

The Carrier may under any circumstances whatsoever discharge the goods or any part thereof at any port or place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.

(2)In case the goods herein specified cannot be found at the port of discharge or place of delivery or if they be miscarried, they, when found, may be forwarded to their intend port of discharge or delivery at the Carrier's expense but the carrier shall not be liable for any loss, damage, delay, depreciation arising from such forwarding.

17.(Fire)

The Carrier shall not be liable for any loss or damage wheresoever and occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the vessel.

18.(Freight and Charges)

(1)Freight may be calculated on the basis of the particulars of the goods furnished by the Merchant who shall be deemed to have guaranteed to the Carrier the accuracy of the contents, weight, measure or value as furnished by him, at the time of receipt of the goods by the Carrier, but the Carrier may, for the purpose of ascertaining the actual particulars, at any time, open the container(s) and/or package(s) and examine contents, weight, measure or value or the goods at risk and expense of the Merchant.In case of the incorrect declaration of the contents, weight, measure or value of the goods, the Merchant shall be liable for and bound to pay the Carrier, (a) the balance of freight between the freight charge and that which would have been due had the correct details been given, plus (b) as and by way of liquidated and ascertained damages, a sum equal to the correct freight.

(2)Full freight to the port of discharge or place of delivery named herein shall be considered as completely earned on receipt of the goods by the Carrier, whether the freight be stated as or intended to be prepaid, or to be collectible at destination. The Carrier shall be entitled to all freight and other charge due hereunder, whether actually paid or not, and to receive and retain them irrevocably under any circumstances whatsoever, whether the goods be lost or not. Full freight shall be paid on damaged or unsound goods.

(3)The payment of freight and/or charges shall be made in full and cash without any offset, counterclaim or deduction.

(4)Freight and all other charges shall be paid in the currency named in this Bill of Lading, or at the Carrier's option, in other currency subject to the regulation of the freight conference concerned or custom at the place of payment.

(5) All due, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

(6)The Merchant shall reimburse the Carrier in proportion to the amount of freight for any costs for deviation or daily or any other increase of costs of whatever nature caused by war, warlike operation, epidemics, strikes, government direction or force majeure.

(7)The shipper, consignee, owner of the goods and holder of this Bill of Lading shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligation of each of them hereunder.

19.(Lien)

The Carrier shall have a lien on the goods. Which shall survive delivery, for all freight, charges, expenses and any other sums whatsoever payable by or chargeable to or for the account of the merchant under this Bill of Lading and any contract preliminary hereto and for the cost of receiving such freight, charges, expenses, etc. and may enforce this lien by public or private sale and without notice.

20.(Notice of Claim and Time for Suit)

(1)Unless notice of loss or damage and the general nature of such loss or damage given in writing to the Carrier at the port of discharge or place of delivery of the goods or. If the loss or damage be not apparent, within 3 days after delivery, the goods shall be deemed to have been delivered as described in this Bill of Lading.

(2)In any event the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

21.(Limitation of Liability)

(1)The Carrier shall in no event, except providing that the loss or damage occurred during the Carriage by air, be or become liable for any loss of or damage, whatsoever and howsoever arising, to the Goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogram of gross weight of the Goods lost or damaged, whichever is the higher.

(2)When the Carrier is liable for compensation in respect of any loss of or damage to the Goods, compensation by the Carrier shall be calculated by reference to the Merchant's invoice value of the Goods plus freight, charges and insurance premium if paid, unless the value of the Goods has been declared by the Merchant and has been stated in this Bill of Lading.

(3)By special arrangement agreed by the Carrier, the Carrier shall accept alternative limits of liability in excess of the limit set out these conditions if the Merchant agrees to pay and has paid Carrier's additional charges for accepting such increased liability limits. In that case, such alternative limits as agreed shall be substituted for the limits laid down in Clause 20(2) of these conditions. Detail of the Merchant's additional charges will be provided upon request.

(4)The amounts mentioned in Paragraph (1) above shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the court seized of the case.

(5)When the Goods have been packed into the Container by or on behalf of the Merchant, and with the number of packages or units packed into the Container is not enumerated on the face of this Bill of Lading, each Container including the entire contents thereof shall be considered as one package for the purpose of application of the Carrier's limitation of liability.

(6)In no event shall the Carrier be liable for delay in delivery, any direct, indirect or loss of profit or consequential loss or damage. 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 Carriage.

(7)If it is proved that the loss or damage occurred during the Carriage by air, this Bill of Lading shall have effect subject to the provisions of the Convention for the Unification of Certain Rules relating for International Carriage by Air signed at Montreal, May 28th 1999, and the liability of the Carrier in the case of destruction, loss, damage or delay of the Goods is limited to a sum of 19 SDR per kilogram of the gross weight of the Goods unless other Conventions or laws are compulsorily applicable.

unit(s) for the purpose of the application of the limitation of liability provided for herein.

22.(General Average and New Jason Clause)

(1)The Merchant shall admit that General Average may be declared during the course of or in respect of the carriage of the Goods by sea and shall in such a case undertake to make, for settlement of the General Average, such contribution due from the Goods as is determined in accordance with the York-Antwerp Rules of 1994 or any modification thereof , and any other rules, laws and usage of the port or place of the adjustment as may be stated in the ocean Bill of Lading issued for the Goods..

(2)If the Carrier delivers the Goods without obtaining security for general average contributions, the Merchant, by taking delivery of the Goods, undertakes responsibility to pay such contributions and to provide such cash deposit or other security for the estimated amount of such contributions as the Carrier shall require.

(3)In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the Goods, Shippers, Consignees or owners of the Goods shall contribute with the Carrier in general average to the payment of 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.

If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

23. (Both to Blame Collision)

If the vessel comes into collision with another ship as a result of the negligence of the other ship, and any act, neglect or default of the master, mariner, pilot or the servants of the owner of the vessel in the navigation or in the management of the vessel, the Merchant shall indemnify the Carrier against all loss or liability which might be incurred directly or indirectly to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of or damage to his goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant and set-off, recovered by the other or non-carrying ship or her owners against the vessel or the owner thereof. The foregoing provision shall also apply where the owners, operators or those in charge of any ship or ships or objects other than, on in addition to, the colliding ships or objects are fault in respect of a collision or contact.

24. (Governing Law and Jurisdiction)

The contract evidenced by or contained in this Bill of Lading shall be governed by Japanese law except as may be otherwise provided for herein. Notwithstanding anything else contained in this Bill of Lading or in any other contract, any and all actions or suits of whatever nature shall be brought in the courts of the Carrier shall be laid before the Tokyo District Court in Japan whether the action be brought in contract, in tort or otherwise.

25 (U.S. Local Clause)

(1) In case this Bill of Lading covers the Goods Carriage to or from the U. S. A., it shall be subject to the Carriage of the Goods by Sea Act, 1936 of the U. S. A.(U.S.COGSA) of which terms shall be deemed to be incorporated herein and shall govern throughout the entire time during which the Goods are in the custody of the Carrier.

(2) If U.S.COGSA applies, the liability of the Carrier shall not exceed US\$500 per package or customary freight unit, unless the nature and value of the Goods have been declared on the face of this Bill of Lading, in which case Clauses 5, 12 and 21 shall apply.