

In accepting this Bill of Lading the Shipper, Consignee and the Owners of the goods, and the Holder of this Bill of Lading, agree to be bound by all of its conditions, exceptions and provisions whether written, printed or stamped on the front or back hereof.

Goods of a dangerous or damaging nature must not be tendered for shipment unless written notice of their nature and the name and address of the sender have been previously given to the Carrier, Master or Agent of the vessel and the nature is distinctly marked on the outside of the package or packages as required by statute under heavy penalties. A special stowage order giving consent to shipment must also be obtained from the Carrier, Master or Agent of the vessel. Shippers will be liable for all consequential damage and expense if all the foregoing provisions are not complied with.

Exporter		B/L No.	
Consignee (if "Order" state Notify Party)			
Notify Party (Only if not stated above; otherwise leave blank)			
Local Vessel	*From (Local Port of Loading)		
Ocean Vessel	Port of Loading		
Port of Discharge	*Final Destination	REFRIGERATED CARGO NON-REFRIGERATED CARGO	Number of original Bs/L
Marks & Numbers	Number and kind of packages; description of goods	Net Weight	Gross Weight Measurement

GREAT AMERICAN LINES, INC.

5 BECKER FARM ROAD
ROSELAND, NJ 07068

PARTICULARS OF GOODS ARE THOSE DECLARED BY SHIPPER

SHIPPED on board the above Ocean Vessel (or on board the local vessel, if named above, for forwarding subject to Clause 5 on the reverse side of this Bill of Lading) at the Port named above in apparent good order and condition (unless otherwise herein stated) the said goods marked and numbered as aforesaid (measurement, weight, quantity, brand, contents, condition, quality and value as declared by the Shipper but unknown to the Carrier) and to be carried, subject to the exceptions, terms and provisions hereinafter mentioned, to the above named Port or such other alternative port or place as is provided hereinafter (or as near thereto as she may safely get, lie and discharge) and there to be discharged subject as aforesaid in the like order and condition. Delivery of the goods to be made to the Consignee named above or his or their assigns.

If the final destination is named above the Goods shall be forwarded in accordance with Clause 6 on the reverse side of this Bill of Lading subject to the exceptions, limitations, conditions, and liberties therein or otherwise hereinafter agreed for delivery unto the above-mentioned Consignee or to his or their assigns.

The port of discharge for optional cargo must be declared to the vessel's agents at the first of the above named ports at which the vessel discharges 48 hours before the vessel's arrival there, or failing such declaration the carrier may elect to discharge at the first or any other optional port. If it should be adjudged that any other than the Owner or charterer is a carrier and/or bailee of the goods, all limitations of and exonerations from liability provided by law or by the terms hereof shall be available to each such other.

IN WITNESS whereof the Master, the Carrier or duly authorised Agent of the Carrier hath affirmed to the above stated number of Bills of lading, all of this tenor and date, one of which being accomplished, the others shall stand void. If required by the Carrier or his Agents, one of the Bills of Lading must be given up, fully endorsed, in exchange for the goods.

For GREAT AMERICAN LINES, INC.

by

Weight or Measurement	@	per	Freight
CONVERTED @			
Freight		\$	
Number of Packages (in words)			

DATE

* Applicable only when document used as a Through Bill of Lading

GREAT AMERICAN LINES, INC.

RECEIVED for shipment, in apparent good order and condition, unless otherwise noted herein, the number of containers or other packages or pieces shown in the "Carrier's Receipt" and said by the shipper to hold the goods described in the "Particulars Furnished by Shipper." The Carrier shall have the right at its sole discretion to use feederships, ferries, lighters, trucks, trains or planes, in addition to the Ocean Vessel or its substitute, to accomplish said carriage. If the goods are shipped from or are consigned to a port or place not directly served by Carrier's own vessel, or in case of a through shipment or trans-shipment, the Carrier will, acting only as the Shipper's AGENT, arrange for transportation of the shipment by other Carrier's from the place of shipment to the port of loading on Carrier's vessel and from the port of discharge from Carrier's vessel to ultimate destination, and during such segments of transportation the carriage, handling or storage of the goods shall be subject to the freight contracts and tariffs of such other carriers. The liability of the Carrier as a carrier shall commence when the shipment is received into its exclusive custody and shall terminate when the goods are ready for delivery to consignee or on-carrier, and the Carrier shall not be liable for damage or losses not occurring on its segment of the carriage. The Carrier shall hold for the benefit of the owner of the goods all bills of lading, freight documents or receipts issued by other carriers or bailees. The receipt, bailment, carriage, delivery and trans-shipment of the goods are subject to all the terms, conditions and limitations of this bill of lading and of the Carrier's related Freight Tariffs and Regulations, which are deemed incorporated herein as if set forth in full, and shall govern the relations, whatsoever they may be, between the Shipper, Consignee or holder of this bill of lading and the Carrier, Master, ocean vessel, feedership, ferry, lighter, or any other means of transport owned or operated by the Carrier and whether the Carrier be acting as carrier or bailee.

1. The terms of this bill of lading constitute the contract of carriage, which is between the Shipper, Consignee and owner of the goods, and the owner or charterer of the vessel designated to carry the shipment. It is understood and agreed that other than the said shipowner or charterer, no person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, all agents, employees, representatives, and all terminal operators, stevedores, watchmen and other independent contractors whatsoever), or shall be deemed to be liable with respect to the goods as carrier, bailee or otherwise howsoever, in contract or in tort. If, however, it shall be adjudged that any other than said shipowner or charterer is carrier or bailee of the goods or under any responsibility with respect thereto, all limitations of and exemptions from liability provided by law or by the terms hereof shall be available to such other. In contracting for the foregoing exemptions, limitations and exemptions from liability, the Carrier is acting as agent and trustee for the others above mentioned.

In this bill of lading the word "vessel" shall include the vessel to be used for ocean crossing, named on the face hereof or any substitute ocean vessel actually used, also any feedership, ferry, lighter, or any other watercraft used by the Carrier in the performance of this contract; the word "Carrier" with capital "C," shall include the Carrier named on the reverse side hereof, the vessel, her owner, demise charterer, if found hereby, the time charterer, and any substituted ocean carrier, whether the owner or charterer shall be acting as carrier or bailee; the word "Shipper" shall include the party for whose account the goods are shipped as well as the party named as such in this bill of lading; the word "Consignee" shall include the holder of this bill of lading properly endorsed, and the receiver and/or the owner of the goods; the word "Charges" shall include the freights, demurrage and all expenses and money obligations incurred and payable by the owner of the goods, Shipper, Consignee or any of them; the word "goods" shall include the contents of the container(s); the words "Government" and "Authorities" shall each include the United Nations or any similar international organizations and also persons purporting to exercise control of a governmental nature. "On Board" shall mean on board any means of transport used by the Carrier to accomplish the carriage covered by the bill of lading; "Port of Loading" shall mean the place where the ocean transport begins and "Port of Discharge" shall mean the place where the goods are to be delivered to Consignee or on-carrier.

2. 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, 1936 (COGSA), 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 of the Act (except as otherwise specifically noted 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 is issued or delivered in a locality where there is in force a compulsorily applicable Carriage of Goods by Sea Act, Ordinance or Statute similar to the International Convention for the Unification of Certain Rules Relating to Bills of Lading dated at Brussels August 25, 1924, it is subject to the provisions stated in such Act, Ordinance or Statute and rules thereto annexed which may be in effect where this bill of lading is issued.

The Carrier shall also be entitled to the full benefit of and right to all limitations of, or exemption from liability authorized by any provision of Sections 4281 to 4288 inclusive of the Revised Statutes of the United States and amendments thereto and of any other provisions of the law of the United States or of any other country whose laws shall apply, limiting the liability of shipowners.

3. The scope of the sea voyage herein contracted for shall include a usual or customary or advertised ports of call whether named in this contract 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, or return to the original port, or depart from the direct or customary route and include 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, and 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 during the first or subsequent call at the port of discharge, may for matters of convenience, before or after loading, and either with or without the goods on board, and before or after proceeding to the port of discharge, adjust compasses, drydock with or without cargo on board, stop for repairs, shift berths, make trials, trips or tests, take fuel or stores, remain in port, lie on the bottom, ground or at anchor, sail with or without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are, without limitation, included in the contract voyage. The vessel may carry contraband, explosives, munitions, war-like stores, hazardous cargo, and sail armed or unarmed, and with or without convoy. 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.

4. In any situation whatsoever and wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment 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 deviate from the usual or intended route, 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 goods, or the vessel, whether or not proceeding to the port of discharge or attempting to enter a port of discharge, or reaching or attempting to reach a usual place of discharge therein or attempting to discharge the shipment, or may forward or trans-ship after deviating the contents of any container(s) at another port, in depot, lighter, craft, or other place, or may forward or trans-ship on board until the 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 devianing 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 their risk and expense, such discharging shall constitute complete delivery and performance under this contract of carriage 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 caused as a result thereof, the Carrier shall be entitled to a reasonable extra compensation and shall have a lien on the goods for such charge. Notice of disposition of the goods shall be mailed to Shipper or Consignee. Goods shut out from the vessel named herein for any cause may be forwarded on a subsequent vessel of this line or, at Carrier's option, on a vessel of another line.

5. The Carrier shall not be responsible for the safe and proper stowing of goods in containers if such containers are loaded by the shipper, consolidator or inland carrier, 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 shipper, consolidator or inland carrier shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown herein. The shipper, consolidator or inland carrier shall inspect containers before loading them and loading of the containers shall be prima facie evidence that the containers were found and suitable for use. The Carrier will not be liable in any event for the particulars furnished by shipper as shown on the face of this bill of lading. This bill of lading is a receipt only for the number of containers, or other packages or pieces as shown in the Carrier's receipt on the face of the bill of lading. The Carrier makes no representation as to the quantity, weight, or description in the Particulars Furnished by the Shipper. The Shipper, Consignee and/or holder hereof agree to be liable for, and shall indemnify the Carrier for any injury, loss or damage, including fines, arising from Shipper's failure to stow the goods properly in containers or 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, also for any kind of damage or injury caused by the contents of said container(s) to other property or to persons.

6. The Carrier shall have the right to store goods in containers and to stow containers on deck unless this bill of lading is claused by the Carrier "stowed under deck." Containers stowed on deck shall be deemed to be stowed under deck for all purposes, including General Average and COGSA. 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. Shipper shall advise Carrier in writing of desired temperature range when delivering goods to the Carrier and Carrier shall exercise due diligence to maintain desired range while the cargo is 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 its actual custody and control at which time the Carrier shall exercise reasonable care in operation or maintenance of such machinery.

7. Deck cargo except goods carried in containers on deck and live animals are received and carried solely at Shipper's risk and expense (including accident or mortality of animals). The Carrier shall not in any event be liable for any loss or damage to cargo arising or resulting from any matters mentioned in Section 4, Sub-section 2(a) to (g) inclusive of COGSA, or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived, and the burden of proving liability being in all respects upon the Shipper or Consignee. Except as provided, above, such shipments shall be deemed goods, and shall be subject to all terms and provisions in this bill of lading relating to goods.

8. If the ship 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 Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder, who indemnify the Carrier against all loss or liability to the other or whosoever of the owners of the said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying vessel or Carrier.

9. 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 in 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 his 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, or for the consequence of which, the Carrier is not responsible by statute, contract or otherwise, the goods, the Shipper and the Consignee 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 to the goods. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such a salvaging ship belonged to strangers. 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. The Shippers and Consignees expressly renounce any and all codes, statutes, laws or regulations which might otherwise apply.

10. Whenever the Carrier or Master may deem it advisable, or in any case where goods are destined for port(s) or place(s) at which the ship will not call, the Carrier may, without notice, forward the whole or any part of the shipment, before or after loading at the original Port of Shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the Port of Discharge or the destination of the goods, by water, by land or by air or by any combination thereof, whether operated by the Carrier or others and whether departing or arriving or scheduled to depart or arrive before or after the ship Carrier expected to use for the transportation of the shipment. The Carrier may delay for forwarding awaiting a vessel or conveyance in its own service or with which it has established connections. In all cases where the shipment is delivered to another carrier, or to a Lighter, Port Authority, 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 Shipper and/or Consignee, and the Carrier shall be without any liability or responsibility whatsoever. The Carrier, by any trans-shipment or on-carrier and all trans-shipper 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.

11. The Carrier's responsibility as carrier for the goods shall not commence until the goods are safely secured to the vessel's loading gear at the port of loading. Immediately upon arrival of the ship 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 goods. It is agreed that delivery by the Carrier in any event shall take place upon discharge from vessel to a safe lighter or dock and that responsibility of the Carrier in any capacity shall actually 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 Shipper, Consignee or owner of the goods, 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 or dock. The burden of establishing such negligence being on the Shipper, Consignee or holder.

12. Carrier shall not be liable for any consequential or special damages and shall have the option of replacing lost goods or repairing damaged goods.

13. The Shipper, Consignee or cargo owner shall be liable for and shall indemnify the Carrier and vessel, and the Carrier shall have a lien on the goods, for all expenses of cooping, repairing, fumigating, repacking or reconditioning the goods, also all expenses for repairing containers damaged while in the possession of the shipper or consignee and damage on containers, also Shipper's or Consignee'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.

14. Since freight is calculated on the basis of particulars furnished by the Shipper, the Carrier may at any time inspect the contents of container(s) and examine the contents of the packages, weigh, measure and value the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, the Shipper, Consignee and goods shall be liable for all expenses incurred for examining, weighing, measuring and valuing the goods. Full freight to destination shall be considered completely earned on shipment, 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. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the United States, or, at Carrier's option, its equivalent in foreign currency. The Carrier shall have a lien on the goods, which lien shall survive delivery, for all freight and charges due under this bill of lading and under any contract preliminary hereto, including dead freight and demurrage, and for the cost of recovering such freight and demurrage, and may enforce this lien by public or private sale and without notice. The Shipper, Consignee and owner of the goods shall be jointly and severally liable to the Carrier for the payment of all freight, dead freight, demurrage and other charges and the performance of the obligation of each of them hereunder. Payment of freight or other charges to any forwarder, broker or other person appointed by the shipper, receiver or holder of this bill of lading shall not constitute payment to the Carrier, and failure of such appointee to pay freight or other charges to the Carrier shall be deemed a default in payment of such charges.

15. Neither the Carrier nor its terminal operator or stevedore shall be liable to answer for or make good any loss or damage to goods occurring at any time and even though before loading on or after discharge from the vessel, by reason or by means of any fire whatsoever, unless such fire shall be caused by their design or neglect.

16. 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 packages, per shipping unit, the value of the goods shall be deemed to be \$500 per package or per shipping unit. The Carrier's liability, if any, shall be determined on the basis of a value of \$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, the value shall nevertheless be deemed to be the declared value and the Carrier's liability shall be limited to such declared value. The weight 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.

17. The Carrier and the vessel shall be discharged from all liability in respect of loss, damage, misdelivery or in respect of any other breach of this contract, whether occurring before loading, on board or after discharge, unless suit is brought within one year after delivery of the shipment or the date when the shipment 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 Shipper, Consignee, holder hereof or owner of the goods and their assignees, subrotees or representatives shall file in any and all claims directly with the Carrier or other party responsible for any loss, damage, injury, expense, if being shipped ocean route, nor shall the goods are not in its actual custody and control. Upon written request the Carrier will furnish Shipper, Consignee, holder hereof and/or owner of the goods with original bills of lading, receipts, consignment notes or other documents being held for their benefit which may be required to file claim against any other carriers or parties.

18. Any bookings, freight engagements, dock receipts, boat notes, interchanges or other agreements relating to the shipment previously made are superseded by this bill of lading and by the Carrier's Freight Tariff Rules and Regulations, which shall be deemed incorporated herein as if set forth at length. The Carrier's Freight Tariff Rules and Regulations as filed with the Maritime Commission, Washington, D.C. insofar as filing is required, and are also available at any of the Carrier's Offices.

19. Nothing in this bill of lading shall operate to deprive 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 shipper, consignee and holder hereof agree that any suits against the Carrier shall be brought in the Federal Courts of the United States in the City of New York. The terms of this bill of lading shall be separable, and if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

20. If this is a through bill of lading covering a U.S.A. landbridge movement, all claims shall be filed with this Carrier, which will be responsible for their processing (in accordance with terms of the land carriers contracts and tariff), where loss or damage occurs while goods are in custody of a U.S.A. land carrier, or (b) in accordance with terms of this bill of lading where goods are lost or damaged while in the custody of the Carrier. All claims and suits must be commenced within time limits of applicable contracts and statutes. In the event Carrier pays claim, it shall be subrogated to claimant's rights against participating carriers. When it cannot be established in whose custody the goods were when the loss or damage occurred, the loss or damage shall be deemed to have occurred during the sea voyage while in the custody of Carrier.