Shipper			Booking No.		B/L No.			
Consignee						NAO icle shipping &		
Notify Party				BILL OF LADING www.moana-blue.com				
Local Vessel		From		Party to contact for Cargo Release  Moana Blue Limited				
Ocean Vessel	cean Vessel Voy. No. Port of Loading			19B Orbit Drive, Albany, Auckland, New Zealand, 0632. Ph +64 9 215 7907 Email: admin@moana-blue.com				
Port of Discharge Place of Delivery			Final Destination (for shippers reference only)					
Marks and Numl	oers	No. of Packages or Units		ckages or Units on of Goods)		Gross Weight	Measurement	
Total No. of Pac	kages or Units (	(In Words)		Shipper Decla	red Value			
Freight and Charges Revenue Tons			Rate	Per	Prepaid	Collect		
. 2.5.16 4.14 0114	J			· <del>-</del> ·				
Ex. Rate	Prepaid at	d at		Payable at		Place and Date of Issue		
IN WITNESS whereof the number of original Bills of Lading stated opposite have been signed, one of which being accomplished, the other(s) to be void.  RECEIVED in apparent external good order and condition except as				yinals B(s)/L	K K Moana Bl	ue as Carrier		
the total number transportation fron One of the original Goods or Delivers the Merchant expr written, or otherwi	of Containers on the Place of Recontrol Bills of Lading to Order unless of Easily accepts and se incorporated,	or other packages or unit ceipt to the Place of Delive must be surrendered duly nerwise provided herein. I Id agrees to all its terms notwithstanding the non-soft Bill of Lading continues	ts enumerate ery subject to endorsed in n accepting t whether prin signing of this	ed below (*) for the terms hereof. exchange for the his Bill of Lading tted, stamped or Bill of Lading by	Signed:			

## Moana Blue Bill of Lading Terms & Conditions

"Carrier" means The Company stated on the front of this Bill of Lading assigned being the "Carrier" on whose behalf this Bill of Lading has been signed. "Merchant" includes the Shipper, Holder of this Bill of Lading, Consignee, Receiver of the Goods, any Person owning or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such Person. "Person" includes an individual, group, company or other entity. "Sub-Contractor" includes owners and operators of Vessels and space providers of Vessels (other than the Carrier), stevedores, terminal and groupage operators, inland carriers, foad, rail and air transport operators, any independent contractor directly carriers, the sevenants and agents, and anyone assisting the performance of the Carriage. "Indemnify and hold harmless." "Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment of Container not supplied by or on behalf of the Carrier. "Container" includes any container, trailer, transportable tank, flat or pallet and any equipment for Container not supplied by or on behalf of the Carrier. "Container" includes any container, trailer, transportable tank, flat or pallet and any equipment thereof or connected thereto. "Carriage" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods under this Bill of Lading. "Lading "International Convention for the Unification of Certain Rules relating to Bills of Lading, signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 25th August, 1924 and includes the amendments (hereinafter collectively called "the Visby Amendments"), and the amendments for the Portocol signed at Brussels on 25th August, 1924 and includes the amendments (hereinafter collectively called "the Visby Amendments") are compulsorily applicable to this Bill of Lading (it is express) provided that nothing in this Bill of Lading shall be constructed as contractually applying

the Carriage.
"" means a place so named overleaf or any other place where the red by the Carrier to the Merchant in accordance with the terms

hereof.

"Vessel" means the Ocean vessel named overleaf and includes vessel, ship, craft, lighter or other means of transport by sea or water which is or shall be substituted, in whole or in part, for the Ocean vessel named on the face hereof.

2. CARRIER'S TARIER

The terms of the Carrier's applicable Tariff are incomporated herein. Copies of the

RIFE Carrier's applicable Tariff are incorporated herein. Copies of the as of the applicable Tariff are obtainable from the Carrier upon use of inconsistency between this Bill of Lading and the applicable 3. LMITATION STATUTES
Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption or limitation of liability authorized by any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.
4. SUB-CONTRACTING AND INDEMNITY
10. The Carrier shall be entitled to sub-contract the Carriage on any terms what-

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4 (DE-CONTRACTING AND INDENNITY

5 (DE-CONTRACTING AND INDENNITY

6 (DE-CONTRACTING AND INDENNITY

value plus freight and insurance if paid.

8. Combined Transport.
Where the Carriage called for this Bill of Lading is Combined Transport, then.
Sare at he Carriage called for this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

1. Where the stage of Carriage where the loss or damage occurred is not known or cannot be determined.

isions the stage of carriage where the loss or damage occurred is not known to be determined the carrier shall be relieved of liability for any loss or elf such loss or damage was caused by:

i) act of Viol.

ii) act of Viol.

ii) act of public enemies,

iii) act of public restraint of princes, rulers or people or seizure under legal process,

v) quarantine restrictions,

vi) an act or omission of the Merchant,

vii) compliance with instructions of any Person entitled to give them,

viii) compliance yof or defective condition of packing or marking,

x) handling, loading, stowage or unloading of the Goods by or on behalf of the
ferchant

Merchant, (x) inherent vice of the Goods, (x)) strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general, (xii) riots and civil commotions. (xiii) cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

Sillation recommended to the control of the control

ts. ation of Liability as provided in Clauses 6(1), 6(2), and 29, if Clause 5(2) operates, total nsation shall in no circumstances exceed 2 SDRs per kilo of gross weight of old lost or damaged (SDR means Special Drawing Right as defined by the tional Monetary Fund).

order Morelacy Future.

The Committee of the Committee of the Carrier is liable and cause for which the Carrier is liable and cause for which the Carrier is not liable, the Carrier shall be liable only for of the loss or damage proved by the Merchant to have been produced se for which the Carrier is liable.

To the commander of the Carrier is liable.

To the Carrier at the Place of Delivery before or at the time of the removal ds into the custody of the Person entitled to delivery thereof under this such removal shall be prima facile evidence of the delivery by the Carrier ds as described in this Bill of Lading.

E. Time-bar The Carrier shall be discharged from all liability unless suit is brought and notice thereof given to the Carrier within one year after delivery of the Goods or, if the Goods are totally lost, after the date when the Goods should have been delivered. 6. SUNDRY LIABILITY PROVISIONS (VILYADIO DIVIGI Interiation)

6. SUNDRY LIABILITY PROVISIONS

() Hague Rules Limitation

If the Hague Rules are applicable by national law, the liability of the Carrier shall in

no event exceed the limit provided in the applicable national law. If the Hague Rules

are applicable otherwise than by national law, the liability of the Carrier shall in no

event exceed 100 pounds stering per package or unit.

(2)Ad Valorem

Higher compensation may be claimed only when, with the consent of the Carrier,

the value for the Goods declared by the Shipper which exceeds the limits laid down

in this Bill of Lading has been stated in the declared value box on the face of this Bill

amount of the declared value shall be substituted for that limit. Any partial loss or

damage shall be adjusted pror rate on the basis of such declared value.

(3)Delay and Consequential Damages

The Carrier does not undertake that the Goods shall arrive at the Port of Discharge

or Place of Delivery at any particular time or to meet any particular market or use,

and the Carrier shall in no circumstances be liable for delay or for any indirect or

special or consequential loss or damage incurred by the Merchant.

(4)Scope of Application

(a) Save as otherwise expressly provided herein, the Carrier shall not be liable in any

crumstances or in any capacity whatsoever for any loss or damage, howsoever

arising out of or in connection with the Carriage or the supply of the Container.

(b) The terms of this Bill of Lading shall govern the relations between the Carrier and

the Merchant in respect of the Carriage, whether a Bill of Lading is issued or not.

(5)Defenses and Limits for the Carrier The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods, whether the action be founded in contract or in tort.

be founded in contract or in tort.

(b)Agency
Where on the Ease of this Bill of Lading any place of destination is shown and is
Where on the Ease of the Bill of Lading any place of destination is shown and is
Where on the Place of Delivery, the Carrier shall not be liable in any capacity
whatsoever for loss, damage or delay of or to the Goods after the delivery at the
Place of Delivery. In these circumstances the Carrier in making arrangements with a
Person or Carrier for or in connection with transhipping or forwarding of the Goods
to the place (if requested by the Merchant and so agreed by the Carrier) acts as
gent only for the Merchant and the Merchant shall indemnify the Carrier for all
that of the Carrier of the Carrier is denied the right to capacity and the Carrier is denied the right to capacity of the Carrier is denied the right to capacity of the Carrier is denied the right to capacity of the Carrier is denied the right to capacity of the Carrier is denied the right to capacity of the Carrier is denied the right to capacity of the Carrier is denied the right to the Carrier is denied the right to the Carrier is denied the right to capacity of the Carrier is denied the right to the Carrier is denied to the Carrier

act as agent only at these times, his liability for loss, damage or delay of or to the Goods shall be determined in accordance with this Bill of Lading.

7. AUTOMOBILE AND OTHER UNPACKED GOODS

(a) The term apparent good order and condition with reference to any automobile, rolling stock, tractor, machinery and other unpacked goods does not mean that the condition of the goods when received were free of any dent, scratch, hole, cut and shall in no event be liable for such conditions, or care and diligence. The carrier shall in no event be liable for such conditions, (b) it is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgment that such conditions of rust oxidation or the like did exist on receipt. (c) New and used, unprotected Motor Vehicles carried at Merchants risk. The Vessel, its owners and carrier accept no responsibility for loss or damages to, or theft from motor vehicles.

(d) The carrier accept no liability or responsibility for the odometer reading or its correctness, government regulation requirements to complete any and all mandatory vehicle safety related recalls at the time of receipt up to the release and delivery of the paid goods as described in this Bill of Lading.

of the paid goods as described in this Bill of Lading.

8. HAMBURG RULES

1. HAMBURG

10. INSPECTION OF GOODS d, but under no obligation, to open any Container

out notice to the Merchant.

8 (1) applies or if by order of the authorities at any place. Container
has to be opened, the Carrier will not be liable for any loss or damage
a result of any opening, unpacking, inspection, reweighing, remeasure
uation, or repacking. The Merchant shall indemnify the Carrier for the

ODS be prima facie evidence of the receipt by the Carrier in rder and condition except as otherwise noted of the total other packages or units enumerated overleaf (\*). adde by the Carrier as to the weight, contents, measure, ion, condition, marks, numbers or value of the Goods nder no responsibility whatsoever in respect of such

and the Carrier shall be under no responsibility what soever in responsibility or particulars. (3)If any particulars of any Letter of Credit and/or Import License and/or Sale Contract and/or Invoice or Order Number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are included solely at the request of the Merchant for his convenience. The Merchant acknowledges that except when the provisions of Clause 6(2) apply, the value of the Goods is unknown to the Carrier, and that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant further agrees to indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

against all consequences of including such particulars in this Bill of Lading.

12. MERCHANT'S RESPONSIBILITY

(DAII of the Persons coming within the definition of Merchant in Clause I shall be jointly and severally liable to the Carrier for the due fulfilment or all obligations of the Merchant in this Bill of Lading.

The Merchant in this Bill of Lading.

The Merchant in this Bill of Lading and that such particulars and any other particulars relating to the Goods as so tut overlath have been checked by the Merchant on received to this Bill of Lading and that such particulars and any other particulars furnished by or on behalf of the Shipper are accurate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband, are adequately packed and prepared for shipment, and will not cause loss, damage, or expenses to the Carrier, the Vessel, or to any other cargo during the Carriage.

(3)The Merchant shall indemnify the Carrier against all loss, damage, expenses and fires arising or resulting from any breach of any of the warranties in Clause 10(2) Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason of any failure to so comply, or by reason of any failure to so comply, or by STAPEIGHT AND CHARCES.

Freight shall be deemed fully earned once received on behalf of the Carrier, hether the Goods are lost or not, and shall be paid and non-returnable in any

Whether the Goods are lost or not, and shall be paid and non-returnable in any whether the Goods are lost or not, and shall be paid and non-returnable in any whether the Goods are lost or not, and shall be paid and non-returnable in any which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight in the applicable Tariff.

(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect. It is agreed that a sum equal to double the correct Freight less the Freight charged shall be payable as liquidated damages to the Carrier. Provided that the (4)All Freight shall be paid to the Carrier by the Merchant in cash without any set-off, counter-claim, deduction or stay of execution either at or prior to the time agreed for payment or at latest before delivery of the Goods.

(5)The Merchant shall be liable to the Carrier for the payment of all Freight and/or expenses including but not limited to court costs, legal fee and expenses incurred in collecting monies due to the Carrier. Payment of the Freight to a freight forwarder, broker or anyone other than the Carrier or its authorized agent shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

14. LER

rier shall have a lien on the Goods and any documents relating thereto ums payable to the Carrier under this contract and for general average utions, to whomsoever due. The Carrier shall also have a lien against the nt on the Goods and any documents relating thereto for all sums due from chant to the Carrier under any other contract. For recovering any sums due rier shall have the right to sell the Goods by public auction or private sale, notice to the Merchant. In any event any lien shall extend to cover the cost vering any sums due. The lien shall survive delivery of the Goods.

(1) THOMAL STOWAGE AND DECK CARGO
(1) The Goods may be packed by the Carrier in Ontainers.
(2) The Goods may be packed by the Carrier in Ontainers.
(2) The Goods packed in Containers (other than flats or pallets) whether by the Carrier or the Merchant, may be carried on or under deck without notice to the Carrier or the Merchant, may be carried on or under deck without notice to the United States of the Carrier of the Merchant of the Goods (other than live animals) shall be deemed to be within the definition of the Goods (other than live animals) shall be deemed to be within the definition of the Goods for the purposes of the Hague Rules.
(3) Notwithstanding Clause 13(2), Goods which are stated herein to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during the Carriage whether caused by unseaworthiness or negligence or any other cause whatsoever.

[6, METHODS AND ROUTES OF CARRIAGE.]

of Whatsoever (Notes) report of the Merchant:

16. METHODS AND ROUTES OF CARRIAGE

16. METHOD AND ROUTES OF CARRIAGE

16. METH

16. METHODS AND POUTES OF CARPIAGE

(1) The Carrier may at any time and without notice to the Merchant:

(a) use any means of carriage whatsoever.

(b) transfer the Goods from one conveyance to another, including transshipping or carrying them on a different vessel from that named overleaf.

(c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise,

(d) proceed by any route in his discretion (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever, once or more often and in any or port of the Whether or not such port is

(a) load and unload the Goods at any place or port of the Whether or not such port is any such place or port.

(f) comply with any orders or recommendations given by any government or authority, or having under the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions.

(g) permit the Vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked, loaded or not.

(h) comply with the custom or practice of any port or place, whether legal, factual, whether prevailing locally, nationally, or internationally, and whether the Merchant personally knows of the custom or practice with regard to receiving,

loading, stowing, keeping, carrying, discharging, and/or delivering Goods and, in particular, the Carrier shall be entitled to give delivery of the Goods without surrender of an original Bill of Lading in those jurisdictions where such practice is recognized whether by custom or law. Compliance with such custom or practice is recognized whether by custom or law. Compliance with such custom or practice shall be deemed to be proper performance of the contract of carriage hereunder. (2)The liberties set out in Clause 16(1) may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or loading any persons and assisting vessels in all situations. Anything done is accordance with Clause 16(1) or any delay arising there from shall be deemed to be within the Carriage and shall not be a deviation.

accordance with Subsection within the Carriage and shall not be a deviation.

17. CARRIAGE AFFECTED BY CONDITION OF GOODS

18. CARRIAGE AFFECTED BY CONDITIO

net necessary or appropriate. The Carter's industry shall cases upon such distribution ment, storage, sale or disposal. The Merchant shall indemnify the Cartier against any 18. MATTERS AFFECTING PERFORMANCE 18. MATTERS AFFECTING PERFORMANCE 18. AMATTERS AFFECTI

19. DANGEROUS GOODS

In J. DANCEROUS GODS

(1) The Merchant undertakes not to tander for transportation any Goods which are of a dangerous, inflammable, radio-active, or damaging nature without previously of a dangerous, inflammable, radio-active, or damaging nature without previously of a dangerous, inflammable, radio-active, or damaging nature without previously of a dangerous and the container or other covering on the outside as required by any laws or regulations which may be applicable during the Carrise.

(2)If the requirements of Clause 19(1) are not compiled with, the Goods may, at any time or place, be unloaded, destroyed, or rendered harmless without compensation and the Merchant shall indemnify the Carrier against all loss, damage or expense arising out of the Goods being tendered for transportation or handled or carried by the Carrier, Further, the Carrier shall be under no liability to make any general average contribution in respect of such Goods.

(3)Whether or not the Merchant or the Carrier is aware of the nature of such Goods, the Merchant shall indemnify the Carrier against all claims, loss, damage or expenses arising in consequence of the Carriage of such Goods.

20. NOTIFICATION AND DELIVERY

OTIFICATION AND DELIVERY by mention in this Bill of Lading of parties to be notified of the arrival of the is is solely for information of the Carrier, and failure to give such notification not involve the Carrier in any liability nor relieve the Merchant of any obligation

shall not involve the Carrier in any liability nor relieve the Merchant of any obligation hereundar.

(2)The Merchant shall take delivery of the Goods within the free storage time provided for in the Carrier's applicable Tariff or otherwise. If the Merchant fails to do so, without prejudice to any other rights of the Carrier hereundar. The Carrier may without notice unload the Goods or that part thereof from the Vessel or the Container and/or store the Goods or that part thereof ashore, afloat, in the open or under cover at the sole risk of the Merchant. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall casse, and the costs of such unloading or storage (fipald or payable by the Carrier or any agent or Sub-Contactor of the Carrier) shall cost the Carrier or any agent or Sub-Contactor of the Carrier) shall cost the Carrier or any agent or Sub-Contactor of the Carrier) shall cost the carrier of the Carrier

and shall pay any additional cost incurred.

22. AMENDED JASON CLAUSE AND BOTH-TO-BLAME COLLISION CLAUSE
(The amended Jason clause)
(The Jason clause)
(The Jason clause)
(The Gardian clause)
(The Carrier in general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the Goods.
(Both to Blame Collision Clause)
(The Carrier)
(The Carrie

respect of a collision or contact stranding or other accident.

33. GENERAL AVERAGE & SAULVAGE

(1) Any general average on a Vessel operated by the Carrier shall be adjusted according to the York/Antwerp Rules of 1994 (or at the election of the Carrier, York/Antwerp Rules 2016) at any port or place and in any currency at the option of Antwerp Rules 2016 at any port or place and in any currency at the option of Antwerp Rules 2016 at any port or place and in any currency at the option of the Antwerp Rules 2016 at any port or place and in any currency at the option of the Antwerp Rules 2016 at any port or place and in any currency at the option of the operator of the Vessel. In either case the Merchant shall give such cash deposit or other security as the Carrier may deem sufficient to cover the estimated general average contribution of the Goods before delivery if the Carrier does not so require, within three months of the delivery of the Goods, whether or not at the time of delivery the Merchant had notice of the Carrier's lien. The Carrier shall be under no obligation to exercise any lien for general average or subject to the environment always to be considered general average expenses. (2) All expenses in connection with a general average activate average expenses. (3) If salvage services are rendered to the Vessel and the Goods, then as soon as requested to do, the Merchant shall provide salvage security to the Carrier if the Carrier has provided security to the salvor or shall provide counter security to the Carrier if the Carrier has provided security to the salvor on behalf of the Merchant. In the event of any failure to provide security to morth, the Merchant is all deventions of the Carrier in the Carrier has provided security to the salvor on sequential loss caused by delay.

24. ERIER AND NUCLEAR INCIDENT

c\*\*. FIKE AND NUCLEAR INCIDENT

(a) The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from fire occurring at any time, unless caused by the actual fault or privily of the Carrier.

(b) The Carrier shall not be responsible for any loss or damage to the Goods arising or resulting from nuclear incident occurring at any time, unless caused solely by personal wilful misconduct of the Carrier.

25. LAW AND JURISDICTION

of resulting incompensation of the Carrier.

25. 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. Unless otherwise agreed by the Carrier, any action against the Carrier thereunder must be brought exclusively before the Tokyo District Court in Japan. Any action by the Carrier to enforce any provision of this Bill of Lading may be brought before any court of competent jurisdiction at the option of the Carrier.

26. VARIATION OF THE CONTRACT Any agreement for or in connection with the Carriage of the Goods is superseded by this Bill of Lading, No servant or agent of the Carrier shall have the power to waive or vary any of the terms of this Bill of Lading unless such waiver or variation is in writing and is specifically authorized or ratified in writing by the Carrier.

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That anything herein contained is inconsistent with any applicable convention or national law which cannot be departed from by private a provisions hereof shall be null and void to the extent of such inconsist further.