

ARTICLE 1 - Unless not expressly covered in this Bill of Lading the provisions of the Hague Rules (The International Convention for Unification of Certain Rules of Law relating to Bills of Lading , signed at Brussels, 25 August 1924 as amended by the protocol signed at Brussels, 23 February 1968 and the protocol in relation SDR's signed at Brussels on 21 December 1979) to applies to carriage, but if applicable, the limitation of the Hague Visby Rules to applies, but if mandatory applicable , provisions of the Turkish Law embodying the principles of the Hague Visby Rules ratified by the Turkish Law shall apply to the Carriage executed by this Bill of Lading.

ARTICLE 2 - Any dispute arising under this Bill of Lading to be decided in Turkey by the courts and court-Bailiff's Offices of Istanbul to the exclusion of the jurisdiction of the courts of any other country and the decision of such Turkish Court shall be deemed binding of the carrier, the shipper, receiver and/owner of the goods.

ARTICLE 3- The Carrier shall be under no liability whatsoever for any loss or detention or damage to the goods prior to the loading on and subsequent to the discharge from the ship's rail.

Goods in the custody of this Carrier or his agents or servants before loading and after discharge, whether being forwarded to or from the vessel or whether awaiting shipment, landed or stored or put into hull or craft belonging to the carrier or not, are at the sole risk of the shipper and/or consignee other owners of the goods in such custody.

The same provisions shall apply to goods to be transhipped or provisionally discharged at any stage of the whole transport.

ARTICLE 4-a) Freight paid or unpaid is fully and irrevocably earned on receipt of the cargo for shipment, vessel and/or cargo lost or not lost and shall not be refunded if paid, and shall fully be payable if not paid. The shipper and consignee are jointly and severally liable for the payment of the full freight under all circumstance, whether the voyage be completed or not, or the importation or the exportation of the goods is prohibited by any government, authorities or by anybody purporting to act with the authority of any government or authorities.

b) Goods once shipped can not be taken away by the shipper except with the carrier's consent and against payment of full freight and compensation for any damages sustained by carrier through such taking away.

c) Full freight is due on damaged or unsound goods.

d)The carrier and the vessel are not liable for insufficiency of packing, in any case the shipper, consignee, and/or owner of the goods shall bear and pay the costs of all mending, baling, or reconditioning of goods and/or packages, replacing or receptacles and/or contents of packages resulting from insufficiency of packing or from excepted perils.

e)In the case of freight prepaid this payment will be charged at the rate of current exchange on the date when the Bill of Lading had been given; but in the case of freight payable at destination this payment will be charged at the rate current exchange on the date when the delivery order had been given. Freight and all charges payable by consignee to be paid in the currency of the country.

ARTICLE 5- The shipper and/or consignee shall be liable for all fines and/or losses which the carrier, vessel or goods may incur through non-observance of customs regulations on the part of the shipper and/or consignee or through the exportation or importation of goods being prohibited or from failure to obtain any necessary licences or by reason of incorrect or insufficient marking of packages description of their weight or contents or from any other cause whatsoever.

ARTICLE 6-a) Each package to bear marks, numbers and name of port of discharge and of delivery in letters not less than 5 centimeters long otherwise vessel not to be responsible for right delivery and all expenses of forwarding the goods to their proper destination to be borne by shippers or consignees.

b) The carrier is entitled in case of incorrect declaration of contents, weight, measurement or value of the goods to claim double the amount of freight which would have been due if such details had been correctly given and for the purpose of ascertaining actual contents, weight, measurement of the packages or value of the goods, to obtain from the shipper the production of the original invoice.

ARTICLE 7- Shippers shall be liable for any loss or damage to vessel or cargo caused by inflammable, explosive, dangerous or noxious goods, shipped without written permission of the carrier prior to the loading and or without full disclosure of their nature, whether such shipper be principal or agent; and such goods may be thrown overboard or destroyed at any time without compensation.

ARTICLE 8- Optional stowage and deck cargo ;

a)The goods may be stowed by the Carrier or his servants or agents in containers and/or any other means of transportation.

b)Goods whether or not packed in containers, may be carried on deck or under deck without notice to the Merchant and without need of a specific notation on the front of this Bill of Lading and all goods, whether carried on deck or under deck shall participate in General Average and shall be deemed to be within the definition of goods for the purposes of Hague Rules as specified in article 1 and shall be carried subject to those Rules , whenever applicable

c) Notwithstanding sub clause b) above in the case of goods which are stated on the face hereof as being carried on deck, and which are so carried, the Carrier shall be under no liability whatsoever for loss , damage or delay, howsoever and whatsoever arising.

ARTICLE 9- For parcels over 3000 kilos in weight lifting in, whether with port equipment or ship's gear is at shippers risk. Slings, bedding, chocking and lashing for shipper's account and risk. Lifting out is at consignees risk and expense Nevertheless this weight is 5000 kilos for the Continent ports.

ARTICLE 10-If the carrier shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, neither the vessel nor the carrier shall in no case be liable for any loss or damage to any cargo shipped in refrigeration chambers whether such loss or damage arises from defect or insufficiency either before or after the shipment In the hull of the vessel or her refrigeration machinery, chambers, spaces or apparatus or any part there of, or in any material used in the process of refrigeration and whether such loss or damage, however, arising, be caused by the negligence, fault, error in judgment of the pilot, master, officers, engineers, mariners, refrigeration engineers or any other servants of the carrier; or by unseaworthiness.

It is expressly agreed that any negligence, fault or error in the operation of said refrigerating apparatus shall be deemed to be a fault or error in the management within the meaning of this Bill of Lading and shall not be considered or held to be a fault or failure in the custody, care, or stowage of merchandise shipped in refrigeration space.

ARTICLE 11- The carrier shall have a lien on the goods for any amount due under this contract and cost of recovering same and general average deposits and shall be entitled to sell the goods by public auction to recover any amount due. If, on sale of goods, the proceedings fail to cover the amount due and the cost and the expenses incurred, the carrier shall be entitled to recover the difference from the shipper, consignee and/or owner of the goods.

ARTICLE 12- The voyage here in, contracted for shall include 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 or ordinary route or order, even though in proceeding thereto the vessel may sail beyond the port of discharge or in a direction contrary there to or depart from the direct or customary route. The vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage.

The vessel may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once, may either with or without the goods on board, and before or after proceeding towards the port of discharge, adjust compasses, dry-dock go on shipways or to repair yards, shift berth take fuel or stores, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and may carry arms, ammunitions, war material and warlike stores, and every kinds of goods and sail armed or unarmed and all of the foregoing are included in the contract voyage.

ARTICLE 13- Whether arranged beforehand or not ; the carries to be at liberty to carry the goods to their destination by the said or other vessel or vessels either belonging to the carrier or other persons or companies, or by land or water, proceeding either directly or indirectly to such port, and to carry the goods or part of them beyond their port of destination and to transship and store the goods either on shore or on board and reship and forward the same at carrier's expense but at shipper's risk, also to convoy the goods in lighters to and from the vessel at shipper's risk. In cases where the ultimate destination at which the carrier may have engaged to deliver goods if other than the vessel's port of discharge, the carrier acts as forwarding agent only. The liability of the carrier shall be limited to the part of the transport performed by him in a vessel under his management and no

claim will be acknowledged the carrier for damage and/or loss arising during any other part of the transport, even though the freight for the whole transport has been collected by him. The cargo to be forwarded as soon as practicable but the carrier not to be liable for any delay.

ARTICLE 14-a) The master and/or the carrier shall have liberty to comply with any orders, directions, or recommendations as to loading, departure, routes, ports of call, stoppages, destinations, arrival, discharge, delivery or in any otherwise whatsoever given by any Government or any person or body acting or purporting to act with the authority of such Government or by any committee or person having under the terms of the hull risks insurance on the vessel the right to give any orders, directions, or recommendations.

b) If in the opinion of the master of the carrier the venture is made unsafe, unlawful or inadvisable by the imminence or existence of war, warlike operations or hostilities, the goods may be discharged at the port of loading or any other port considered as safe and convenient by the master or carrier.

c) If on account of actual or threatening epidemic, quarantine, ice, unfavourable sea or weather conditions, strike, lock-out, labour troubles, interdict, prohibition of importation congestion or difficulties in loading or discharge, the master or the carrier at any time is in doubt as to whether the vessel can safely and without detention, damage, seizure, delay or disadvantage to or loss of the vessel or any part of the cargo leave the port of loading or reach or enter the port of destination or there discharge in the usual manner or proceed hence on the voyage, the goods may be discharged at the loading port or any port they or either of them may consider safe and convenient.

d) In the cases referred to in all the preceding paragraphs under this clause the carrier or the master may at any time postpone, suspend or cancel the contract even before the goods have been received and/or loaded and/or Bill of Lading issued. The discharge of any cargo under the provisions of this clause and/or conclusion of the venture consequent upon compliance with any order or directions referred to above whether the goods are discharged or not, shall be deemed a fulfilment of the contract.

e) The Shipper, consignee, holder of Bill of Lading, receiver and/or owner of the goods shall be jointly and severally liable for all additional freight and all charges and expenses incurred by the master of carrier acting as above even if, owing to any of the aforementioned causes, the vessel has to omit calling at the port of discharge or having called there, has not discharged the goods, but carries them on to a safe and convenient port or keeps the goods on board for discharge on the return voyage.

f) Consignee to be informed, if possible, regarding cases referred to in this Clause.

ARTICLE 15- The port of discharge for optional goods must be declared to the vessel's agents at the first of the optional ports named in the option not later 48 hours before the vessel's arrival there or failing such declaration the carrier may elect discharge at the first or any optional port and the contract of carriage shall then be considered fulfilled.

Any option must be for the total quantity of goods under this Bill of Lading.

ARTICLE 16- Any clause herein giving names of parties who desire to be notified of vessel's arrival at destination is solely for the information of vessel's agents and failure to notify shall not involve the carrier in any liability or relieve the receiver and/or consignee from any obligation hereunder.

ARTICLE 17- The receiver or this assigns must be ready to take delivery; of the goods from the ship's rail as soon as the vessel is ready to unload and as fast as she is able to discharge, berthed or not berthed by day and night. Sundays and holidays included notwithstanding any custom of the port to the contrary.

Discharge may commence without previous notice. If the goods are not taken by the receiver at the time when the vessel is entitled to call upon him to take possession or if they are not removed from alongside the vessel without delay, the carrier shall be at liberty at the sole risk and expenses of the consignee to enter and land or remove the goods or to put them into craft or store them and the contract of carriage shall be considered as fulfilled.*

ARTICLE 18- Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier and/or, his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery there of under the contract of carriage or, in the loss or damage be not apparent, within three days. Such removal shall be prima facie evidence of the delivery of the goods as described in the Bill of Lading.

Carrier and vessel shall be discharged from all liability in respect of 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.

ARTICLE 19-a) Neither the carrier nor the ship shall in any event be or become liable for any loss and/or damage to or in connection with goods in an amount exceeding SDR 2 per kilo or SDR 667 per package or equivalent of that sum in other currency whichever is higher in the event of goods not in such packages per customary freight unit unless a higher value for the goods has been clearly declared by the shipper before shipment and inserted in the Bill of Lading and freight is calculated considering the value of the goods (on ad valorem basis).

b) Particulars of sales contract and/or order forms and/or bank letters of credit and/or proforma or final invoices shown herein, are solely inserted at shippers request for their own personal convenience in order to facilitate their negotiation of the Bill of Lading. Such particulars can not rationally be checked nor were checked by the carrier and/or the master and/or the ship agent, nor were any evidencing documents relating there to exhibited/submitted to them prior to booking and/or shipping. Consequently, the freight has not been assessed and/or collected on the value still unknown to carrier, but merely on the weight or volume and nature particulars of the goods. It is therefore mutually agreed and understood between the carrier and the holder of this bill of Lading representing the cargo interests, including all their subrogates that the insertion of such particulars or the like in this Bill of Lading shall not and must not be regarded/used by the parties as a declaration of value of the goods shipped, and that the cargo's interests, in all their subrogates, undertake not to raise such an allegation.

c) Carrier and the vessel shall be discharged from all liability in respect of loss and damages to occur prior to the shipment and/or the increase of such damages during the carriage and also of loss/or/damages to occur after discharging.

d) Carrier shall be discharged from all liability in respect of loss or damages and deterioration of the goods except the ones resulting from deficiency of stowage and ventilation.

e) Carrier shall be discharged from all liability in respect to the number of the bags in the carriages where the goods carried in bags.

ARTICLE 20-

a) New Jason Clause

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 salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving 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.

b) Both-to-Blame Collision Clause

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 Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying ship or her Owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying ship or her Owners as part of their claim against the carrying Vessel or Carrier. The foregoing provisions shall also apply where the Owners, operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

ARTICLE 21 – General Average

General Average shall be adjusted, stated and settled according to the York-Antwerp Rules 1994 in Istanbul.

Cargo's contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

ARTICLE 22- The payment of loading and discharging expenses by the shipper consignee and receivers is to be determined according to the custom of the port concerned.

ARTICLE 23- The shipowner shall not be responsible for any loss or claim arising out of the neglect or default of the master Officers, engineers Pilots, crew, stevedores or other servants or agents of the shipowner , whether in relation to the navigation, management, loading or discharging of the steamer or otherwise.