

SAMSON TUG & BARGE
BILLS OF LADING - CONTRACT TERMS AND CONDITIONS FOR WATER CARRIAGE

Sec. 1 Governing Laws (Clause Paramount)

- A. This Bill of Lading is subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936 ("COGSA"), as later amended, which are incorporated herein, by reference. The defense and limitations of said Act shall apply to the goods whether carried on or under deck; whether the carriage of goods is in U.S. Foreign trade, between United States ports, or between non-United States ports; before the goods are loaded on and/or after the goods are discharged from the Vessel, and throughout the entire time the goods are in the custody or are the responsibility of the Carrier, whether acting as carrier, bailee, stevedore, or terminal operator.
- B. Carrier shall be entitled to the full benefits of all rights and immunities and all limitations of, and exemptions from, liability provided in or authorized by 46 USC Section 181 to 186, inclusive, and 188. Carrier shall be entitled to the full benefit of all rights and immunities and all limitations of, and exemptions from liability contained in any law of the United States or any other country or place whose laws shall be applicable. This Bill of Lading shall not be deemed to give rise to a personal contract of carriage.
- C. If this Bill of Lading is issued in Canada, it shall have effect subject to The Water Carriage of Goods Act of 1936, as later amended, of Dominion of Canada, which, in such event, it is deemed to be incorporated herein (except as otherwise specifically provided herein).

Sec. 2 Carrier's Liability.

- A. The Carrier or party in possession of any of the property herein described shall be liable for any loss thereof or damage thereto as herein provided in this bill of lading or in the Carriers tariff(s), only.
- B. No Carrier shall be liable for any loss or damage caused by an Act of God, the public enemy, the authority of law, the act or default of the Shipper, latent defects not discoverable by due diligence, or inherent defect, quality or vice of the cargo, errors in navigation or management of the vessel, perils of the sea, riots, strikes, lockouts, fire, or stoppage or restraint of labor, or act of anyone not employed by carrier, saving or attempting to save life or property at sea, or insufficiency or inadequacy of packing or marks. All cargo carried hereunder shall be per shipper load, stow, seal and count, except as expressly provided otherwise.
- C. It is agreed that iron, steel and metal goods, including vehicles, which at the time of shipment have superficial rust, corrosion, oxidation or any like condition resulting from moisture, sweat and/or their nature are not to be regarded as damaged and are admitted as being in apparent good order and condition by the Carrier and the Shipper, and the Carrier shall not be liable for such rust, corrosion, oxidation, or any like condition thereto even if caused during custody of the Carrier.
- D. It is agreed that lumber, timber and any unprotected pieces which at the time of shipment have chafage, breakage, splitting, holes, stains, warping, shakes and or discoloration are not to be regarded as damaged and are admitted as being in apparent good order and condition by the Carrier and Shipper, and the Carrier shall not be liable for such chafage, breakage, splitting, holes, stains, warping, shakes and/or discoloration or any like condition thereto however caused during the custody of the Carrier.
- E. No Carrier shall be liable for any loss or damage of any kind resulting from delay, deterioration, loss of market, lost profits, or any form of consequential damages whatsoever, however caused.
- F. Carrier shall not be liable to answer for or make good any loss or damage to the Goods occurring at any time and even though before loading on or after discharge from the Vessel, by reasons or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

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Sec. 3 Description of Goods

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

Sec. 4 Definitions

The word **“Carrier”** shall include the company named as carrier on the face side of this Bill of Lading, the Vessel as defined herein and her owners, operators and demise charterers, any substituted Carrier, and also any time charterer or person to the extent bound by this Bill of Lading, whether acting as carrier or bailee. The word **“Charges”** shall include freight and all general average salvage, special charges, expenses, amounts and money obligations whatsoever payable or chargeable to or for the account of the goods or Shipper, regardless of whether sustained, incurred or pay by Carrier in the first instance. The word **“Container”** means any container, van, trailer, railcar, portable tank, rack, pallet or other item used to contain or hold or isolate cargo. The word **“Custody”** shall mean when physical possession has been taken by the Carrier and an ocean bill of lading issued. The word **“Goods”** means the cargo accepted from the Shipper and includes the containers and/or the rolling equipment not supplied by or on behalf of the Carrier. The word **“Package”** shall mean: i) the entire contents (including all individual packages, boxes and crates and all Goods contained in each such package, box or crate) of a shipping device in the case of Goods transported by Carrier in or on a shipping device defined as including, but not limited to containers, vans, trailers (of all kinds), tanks, platforms, or flatracks; or ii) the entire content of a unitized lift in the case of Goods bundled, strapped or otherwise secured together and forming a unit shipped/carried/transported by Carrier and not otherwise loaded to a shipping device; or iii) any individual unit of cargo including machinery, equipment and other items shipped/carried/transported as a single unit without further consolidation; or iv) in the case of bulk Goods or Goods not otherwise defined herein, the totality of Goods identified on any single freight bill or bill-of-lading issued by Carrier. Notwithstanding the foregoing, in the event that Carrier consolidates Goods from different Shipper and Consignees into/onto a shipping device or as a portion of a unitized lift, for Carrier's benefit and not at the direction of the Shipper, Consignee, or Owner of the Goods, the Package definition contained in subsections (i) and (ii) above, shall be modified such that content is defined as that portion of the content owned or controlled by the same Shipper, Consignee, or Owner of the Goods. The word **“Person”** shall include an individual corporation, partnership and any other entity. The word **“Shipper”** shall include the person named as such in this Bill of Lading, the consignee and the owner of the goods, the holder of this Bill of Lading and the person for whose account the goods are shipped. The words **“Through Transportation”** mean that Carrier has agreed to provide or arrange transportation from the point or port of origin to the point or port of delivery, as shown on the face hereof, by means of through routes and rates or joint routes and rates with an air or land carrier and/or another water carrier. In this Bill of Lading the word **“Vessel”** shall include the barge named in this Bill of Lading, its towing tug or tugs, any substitute Vessel's and any craft, lighter, towboat or other Vessel used in the performance of this Bill of Lading.

Sec. 5 Claims.

- A. No carrier is bound to transport said property by any particular train or vessel, or in time for any particular market or otherwise than with a reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where lower value than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the property as determined by the classification or tariffs upon which the rate is based, such lower value plus freight charges, if paid, shall be the maximum amount to be recovered, whether or not such loss or damage occurs from negligence.

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- B. As a condition precedent to recovery, notice of loss must be submitted to the destination office within 72 hours. Carrier allows fifteen days from the date of delivery for inspection of concealed goods and notification of loss or damage, and fifteen days for request for inspection of damaged goods by consignee. While notice of intent to file a claim must be submitted within thirty days of delivery or refusal of delivery, **ALL FREIGHT CHARGES MUST BE PAID PRIOR TO SETTLEMENT OF CLAIM.** Failure to file claim within ninety days from delivery date or ninety days from reasonable time for delivery in the case of a lost shipment, will result in the claim being denied in full. Where claims are not filed or suits are not instituted thereon in accordance with the foreign provisions, no carrier hereunder shall be liable, and such claims shall not be paid.
- C. Any carrier or party liable on account of loss or damage of any said property shall have the full benefit of any insurance that may have been effected upon or on account of said property so far as this shall not avoid the policies or contracts of insurance; Provided, that the carrier reimburse the claimant for the premium paid thereon.

Sec. 6 Valuation.

Unless otherwise explicitly stated in the applicable tariff or agreed in a writing signed by Carrier, Carrier shall not be liable in any event for any loss, damage, mis-delivery or delay with respect to the Goods in an amount exceeding \$500.00 lawful money of the United States per package (as defined in Section 4), unless a valuation higher than \$500.00 is declared, in writing, by Shipper on delivery of the Goods to Carrier and inserted on the Bill of Lading and extra freight is paid thereon as required by the applicable tariff to obtain the benefit of such higher valuation in which even Shipper agrees that the value of the goods shall not exceed such declared value and any partial loss or damage shall be adjusted, *pro rata*, on the basis thereof. Carrier shall in no event be responsible for indirect or consequential damages, including without limitation extra expense, loss of profits, loss of use of property, delay or damage consequential upon loss of use, whether resulting from negligence, breach of this contract or otherwise by Carrier, and even if the possibility of such damage was foreseeable by carrier, or Shipper had advised Carrier of the possibility of such damages. Carrier shall have the option of replacing any lost goods and replacing or reconditioning any damaged goods. No oral declaration or agreement shall be evidence of value different from that provided herein.

Sec. 7 Insurance.

The freight for transportation of certain types of cargo may include marine insurance purchased by Carrier for the benefit of Shipper. If applicable, said insurance includes limitations, terms and conditions that may limit or preclude recovery in various cases. **SHIPPER SHOULD CONSULT CARRIER'S TARIFF(S) APPLICABLE TO THIS BILL OF LADING TO DETERMINE IF MARINE INSURANCE IS PROVIDED FOR THE TRADE AND GOODS COVERED BY THIS BILL OF LADING, AND IF PROVIDED, TO DETERMINE THE TERMS OF THE MARINE INSURANCE. IF THE TARIFF OF CARRIER IS SILENT ON THE SUBJECT, NO MARINE INSURANCE HAS BEEN PURCHASED BY CARRIER FOR THE BENEFIT OF SHIPPER**

Sec. 8 Delivery, Storage and Sale of Property.

- A. Property not removed by the party entitled to receive it within the free time allowed by tariffs lawfully on file (such free time to be computed as therein provided), after notice of the arrival of the property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the property for delivery at destination has been made, may be kept in vessel, car depot, warehouse or place of delivery of the carrier, subject to the tariff charge for storage and to carrier's responsibility as warehouseman only, or at the option of the carrier, may be removed to and stored in a public or licensed warehouse at the place of delivery or other available place, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all freight and other lawful charges, including a reasonable charge for storage.

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- B. Where nonperishable property which has been transported to destination hereunder and is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it, fails to receive it within 15 days after notice of arrival shall have been duly sent or given, the carrier may sell same at public auction to the highest bidder, at such place as may be designated by the carrier: Provided, that the carrier shall have first mailed, sent or given to the consignor notice that the property has been refused or remains unclaimed, as the case may be, and that it will be subject to sale under the terms of the bill of lading if disposition can not be arranged for, and shall have published notice containing a description of the property, the name of the party to whom consigned, or, it is shipper under notify, the name of the party to be notified, and the time and place of sale, once a week for 2 successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published: Provided, that 30 days shall have elapsed before publication of notice of sale after said notice that the property was refused or remains unclaimed was mailed, sent or given.
- C. Where perishable property has been transported hereunder to destination and is refused by consignee or party entitled to receive it, or said consignee or party entitled to receive it shall fail to receive it promptly, the carrier may, in its discretion, to prevent deterioration or further deterioration, sell the same to the best advantage at private or public sale: Provided, that if time serves for notification to the consignor or owner of the refusal of the property or the failure to receive it and request for disposition of the property, such notification shall be given, in such a manner as the exercise of due diligence requires, before the property is sold.
- D. Where the procedure provided for in the two paragraphs last preceding is not possible, it is agreed that nothing contained in said paragraphs shall be construed to abridge the rights of the carrier at its option to sell the property under such circumstances and in such manner as may be authorized by law.
- E. The proceeds of any sale made under this section shall be applied by the carrier to the payment of freight, demurrage, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the property, if proper care of the same requires special expense, and should there be a balance it shall be paid to the owner of the property sold hereunder.
- F. Property destined to or taken from a station, wharf, or landing at which there is not a regularly appointed freight agent shall be entirely at risk of owner after unloaded cars or vessels or until loaded into cars or vessels, and except in case of carrier's negligence, when received from, or delivered to such stations, wharves, or landings shall be at owner's risk until the cars are attached to and after they are detached from locomotive or train or until loaded into or after unloaded from vessels.

Sec. 9 Valuables.

Shipper agrees not to ship bank bills, coins or currency, deeds, drafts, notes or valuable papers of any kind, jewelry other than costume or novelty jewelry, postage stamps or letters or packets of letters with or without postage stamps affixed, United States Postal Service mail of any class, precious metals or articles manufactured therefrom, precious stones, revenue stamps, antiques, or other related or unrelated old, rare or precious articles of extraordinary value.

Sec. 10 Earned Freight and Lien of Carrier.

- A. Full freight demurrage and other charges hereunder to destination shall be considered completely and irrevocably earned upon commencement of loading at the port of loading or place of receipt show on the face hereof 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, the Vessel and/or goods lost or not lost or the voyage broken up of abandoned.

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- B. Freight shall be payable on actual gross intake weight or measurement or at Carrier's option on actual gross discharge furnished by Shipper but Carrier may at any time open packages and examine, weigh, measure, and value the goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, Shipper and the goods shall be liable for any expense incurred for examining, weighing, measuring and valuing goods.
- C. Freight, demurrage, and other charges shall be paid to Carrier in United States currency, without discount or setoff of any kind, including claim for loss or damage to the goods, at such place and in such manner as the Carrier may direct. Such charges shall be paid in full regardless of any claim by Shipper that a tariff applies other than that under which Carrier has assessed charges, or that the charges are unreasonable or unlawful under applicable law. Any such claim shall instead be pursued by a separate action before the Federal Maritime Commission, Interstate Commerce Commission, or other agency where the tariff sought to be applied by Carrier has been filed. Carrier shall be entitled to recover all costs of collection, including reasonable attorneys fees and expenses.
- D. Carrier shall have a lien on the goods for any charges payable to Carrier under this contract. Where permitted by law, Carrier's lien hereunder also covers any charges payable to Carrier by Shipper under any other bill of lading issued by Carrier. Carrier shall have the right to sell the goods by public auction or private treaty without notice to Shipper, and Shipper shall remain responsible for payment of such sums due hereunder. Payment of ocean freight and charges to a freight forwarder, broker or anyone other than the Carrier or its authorized agent shall not be deemed payment to carrier and shall be made at payer's sole risk.

Sec. 11 Bill of Lading Substitution.

If this bill of lading is issued on the order of the shipper, or agent, in exchange or in substitution for another bill of lading, the shipper's signature on the prior bill of lading or in connection with the prior bill of lading as to the statement of value or otherwise, or as to the election of common law or bill of lading liability shall be considered a part of this bill of lading as fully as if the same were written on or made in connection with this bill of lading.

Sec. 12 Alterations and Interpretations.

- A. Any alteration, addition, erasure in this bill of lading which shall be made without the special notation hereon of the agent of carrier issuing this bill of lading shall be without effect, and this bill of lading shall be enforceable according to its original tenor.
- B. Any provisions of this bill of lading found to be prohibited by law shall be ineffective to the extent of such prohibition, without invalidating the rest of the bill of lading provisions.

Sec. 13 Scope of Voyage Liberties.

The scope of voyage, herein contracted for, shall include usual or customary ports of call, whether named in this Bill of Lading or not, also ports in or out of the 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 thereto or return to the original port or depart from the direct or customary route and includes all canals, straits and other waters. The Vessel may call at any port for the purposes of the current voyage or of a prior or subsequent voyage, may omit calling at any port or ports, whether scheduled or no and may call at the same port more than once. The Vessel may, for matters occurring before loading the goods, known or unknown at the time of such loading and matters occurring after such loading either with or without the goods on board, and before or after proceeding toward the port of discharge, adjust compass, dry-dock with or without cargo on board, go on ways or to repair yards, shift berths, make trial trips or tests, take fuel or stores in any quantity at the discretion of the carrier, remain in port, sail with or without pilots, tow or be towed and go to the assistance of Vessels in distress to save or attempt to save life or property, and all the foregoing are included in the contract voyage and shall not be considered deviations. All derelicts and salvage shall be for the sole benefit of the Carrier. Carrier may substitute another Vessel for the named Vessels at any time prior to or during the voyage. Carrier makes no warranties as to the time of delivery of the goods or that goods will be delivered for any particular use or market.

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Sec. 14 Carriage Affected by Condition of Goods.

If it appears to Carrier or the master any time that the goods or any part thereof cannot safely be carried or carried further, either at all or without incurring any additional expense or taking any measure(s) in relation to the container or the goods or any part thereof, Carrier or the master may, without notice to Shipper, take any measure(s) and/or incur any reasonable additional expense to carry or to continue the carriage thereof, and/or abandon the carriage and/or store the same ashore or afloat under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due delivery under this Bill of Lading. Shipper shall indemnify Carrier for any reasonable additional expenses so incurred.

Sec. 15 On Deck Carriage

Transportation hereunder will be accomplished by the use of unmanned barge or barges without motive power of their own, to be towed by a towing Vessel or Vessels on a single, double or multiple tow basis. All goods accepted hereunder may be carried without notice to Shipper wither under the covered deckhouse (if any) or on a deck or on the roof of the deckhouse (if any) of said barge or barges, at the carrier's option, any custom or practice of the trade to the contrary notwithstanding. Goods so carried shall be subject to the provisions herein and shall participate in general average. All risk of loss or damage by perils inherent in or incident to such carriage shall be borne by Shipper, but in all other respects the custody and carriage of such goods shall be governed by the terms of this Bill of Lading and COGSA, notwithstanding Section 1(c) thereof.

Sec. 16 General Average

- A. General Average shall be payable according to the York-Antwerp Rules of 1924, Section 1 to 15, Inclusive, and Section 17 to 22 inclusive, and as to matters not covered thereby, according to laws and usage's of the Port of Seattle. If the carrier shall have exercised due diligence to make the vessel in all respects seaworthy and properly manned, equipped and supplied, it is hereby agreed that, in case of danger, damage or disaster, resulting from faults of errors in navigation, or in the management of the vessel, or from any latent or other defects in the vessel, her machinery or appurtenances, or from unseaworthiness, whether existing at the time of shipment or at the beginning of the voyage (providing the latent or other defects or the unseaworthiness was not discoverable by the exercise of due diligence), the shippers, consignees and/or owner of the cargo shall nevertheless pay salvage and any special charges incurred in respect of the cargo, and shall contribute with the carrier in general average nature that made be made or incurred for the common benefit or to relieve the adventure from any common peril.
- B. If the property is being carried under a tariff, which provides that any carrier or carriers party hereto shall be liable for loss from perils of the sea, then as to such carrier or carriers the provisions of this section shall be modified in accordance with the tariff provisions, which shall be regarded as incorporated into the conditions of this Bill of lading.

Sec. 17 Coorage, Fines.

Shipper shall be liable for all expenses for mending, coorage, bailing or reconditioning of the Goods or Packages and gathering of loose contents for packages, also for any payment, expense, fines, dues, duty, tax, import, loss, damage or detention sustained or incurred by or levied upon Carrier or the Vessel in connection with the Goods, howsoever caused, including any action or requirement of any government or governmental authority or person purporting to act under the authority thereof, seizure under legal process or attempted seizure, incorrect or insufficient marking, numbering or addressing of packages or description of the contents, failure of the Shipper to procure consular or any other certificates to accompany the Goods or to comply with laws or regulations of any kind, imposed with respect to the goods by authorities at any port of place or any act or omission of Shipper. Shipper shall be liable to the Carrier for the payment of all charges and for the obligations of each of them and shall pay all expenses caused by extra handling of the goods for any reason whatsoever.

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Sec. 18 Quarantine

In the case of quarantine, the property may be discharged at risk and expense to owners into quarantine depot or elsewhere, as required by quarantine regulations or authorities, or for the carrier's dispatch at nearest available point in carrier's judgment, and in any such case carrier's responsibility shall cease when property is so discharged, or property may be returned by carrier at owner's expense to shipping point, earning freight both ways. Quarantine expenses of whatever nature or kind upon or in respect to property shall be borne by the owners of the property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by fumigation or disinfection or other acts required or done by quarantine regulations or authorities even though the same may have been done by carrier's officers, agents, or employees, nor for detention, loss or damage of any kind, occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in the case of negligence, for any mistake or inaccuracy in any information furnished by the carriers, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur, or damaged they may be required to pay, by reason of the introduction of the property covered by this contract into any place against the quarantine laws or regulations in effect at such place.

Sec. 19 Ice Clause

If ice or the threat thereof will, in the opinion of the master or Carrier, prevent or delay the Vessel in reaching the loading berth, prevent or delay loading cargo, prevent or delay departure of the Vessel from the loading port or result in damage to the Vessel or the cargo or in injury to the Vessel's crew, Carrier shall have the option at any time to wait at or off the loading port until the Master or Carrier determines it is safe for the Vessel enter, to cancel carriage of the Goods pursuant to the Bill of Lading, to depart the loading port with whatever Goods have been loaded aboard the Vessel or with Shipper's consent to load Goods at Shipper's expense at an alternative port. If ice or the threat thereof will, in the opinion of the Master or Carrier, prevent or delay the Vessel in reaching the unloading berth, prevent or delay unloading of cargo, prevent or delay departure of Vessel from the unloading berth or result in damage to the Vessel or her cargo in injury to the Vessel's crew, Carrier shall have the option, at any time to wait at or off the unloading berth until termination of said ice condition or to discharge the Goods or a portion thereof at an alternative port, the next scheduled port of call, or the port of loading, which discharge shall constitute complete delivery under the Bill of lading.

Sec. 20 Dangerous Goods, Contraband.

- A. Carrier undertakes to carry Goods of an explosive, flammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon Carrier acceptance of a prior written application by the Shipper for the carriage of such Goods. Such application must accurately state the nature, name, label and classification of such Goods, as well as the method of rendering them innocuous with the full name and address of the Shipper and consignee.
- B. Shipper shall undertake that the nature of the Goods referenced in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the package(s) and container(s) and shall all undertake to submit the documents or certificates required by any applicable statutes or regulations to the Carrier.
- C. Whenever the Goods are discovered to have been received by the Carrier without complying with paragraphs (1) or (2), above, or 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 or waters during transport, Carrier shall be entitled to have such Goods rendered innocuous thrown overboard or discharged or otherwise disposed of at Carrier's discretion without compensation and Shipper shall be liable for and indemnify Carrier against any kind of loss, damage or liability including loss of freight and any expense directly or indirectly arising out of or resulting from such Goods.
- D. Carrier may exercise or enjoy the right of benefit conferred upon the Carrier under preceding paragraph whenever it is determined that the goods received in compliance with paragraphs (1) and (2), above, become dangerous to Carrier, Vessel, cargo, persons and/or other property.

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- E. Carrier has the right to inspect the contents of the package(s) at any time and anywhere without Shipper's agreements but only at the risk and expense of the Shipper.

Sec. 21 Carrier's Tariffs.

The carriage of goods hereunder is subject to all of the terms and provisions of the tariff(s) on file or required to be filed with the Federal Maritime Commission, the Surface Transportation Board or other regulatory body, which governs the particular portions of carriage. The terms of said tariffs are hereby incorporated herein as part of the terms and conditions of this Bill of Lading. All compensation and other amounts (including freight, demurrage and detention) set forth in Carrier's tariff(s) shall be due and payable in accordance therewith. Said tariff or tariffs shall be available to Shipper on file with the Federal Maritime Commission, the Surface Transportation Board, or other regulatory body, and also available from any port agent. It shall be solely the responsibility of Shipper to review and comply with such tariff or tariffs.

Sec. 22 Extension of Benefits

All exceptions, exemptions, defenses, immunities, limitations of liability, privileges and conditions granted or provided by this Bill of Lading or by COGSA or by any applicable statute for the benefit of the Vessel or Carrier shall also apply to and for the benefit of the Master, officers and crew of the Vessel and to and for the benefit of all corporations parent of, subsidiary to, affiliated with or under the same management as Carrier, as well as all directors, officers, employees and agents of said corporations, and to and for the benefit of all parties performing service for or on behalf of the Vessel or Carrier as employees, servants, agents or contractors of Carrier (including without limitation, stevedores and terminal operators), and the directors, officers, employees, servants, agents and subcontractors of such parties.

Sec. 23 Further Agreements

- A. All prior agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading. If required by Carrier, a signed original Bill of Lading, duly endorsed, must be surrendered to the Carrier on delivery of the Goods.
- B. It is specifically agreed that during any rail or motor vehicle carriage prior to or subsequent to the time the water carrier has custody of the Goods such carriage shall be governed by and be subject to the terms and conditions of rail or motor vehicle carrier's Bill of Lading.

Sec. 24 Applicable Law - Venue - Severability

- A. This Bill of Lading shall be construed according to the laws of the United States of America. All other contracts, terms and conditions shall be interpreted and applied under the law of the State of Alaska.
- B. The Shipper, consignee and holder agree that any suits against the Carrier shall be brought in State or Federal Courts of the State of Alaska at Anchorage, Alaska.
- C. The terms of the Bill of Lading shall be separate and if any part or term hereof shall be invalid, such holding shall not affect the validity or enforceability of any other part or term hereof. Nothing contained in this Bill of Lading shall be deemed a surrender, waiver or reduction by the Carrier, or operate to deprive the Carrier of any of its rights, immunities, exemptions, limitations or liberties, or an increase of any of its responsibilities or liabilities under the aforementioned laws or any other laws.

Sec. 25 Headings for Convenience

The headings of the above clauses are for the convenience of reference only and shall not affect the interpretation of terms of this Bill of Lading.