

1. DEFINITIONS

"Carrier" refers to Bering Marine Corporation as well as all subcontractors and vessels utilized with respect to the transportation services provided pursuant to this agreement.

"Consignee" refers to the entity identified by Shipper to receive the goods.

"Entity" refers to all forms of business entities as well as natural persons.

"Goods" refers to those cargoes and items of personal property with respect to which Carrier has been requested to or does perform transportation services pursuant to this agreement, including all packing and packaging of such goods as well as all other items or materials associated with such goods, including without limitation crates, cradles, pallets, tanks, platforms and containers.

"Package" refers to the largest single unit as to which the goods are transported, such as a single container, flatbed, platform, trailer, etc., or a single machine or item of equipment, etc., and not the individual contents, boxes, pieces, parts or components thereon, therein or thereof.

"Shipper" refers to the entity engaging Carrier with respect to the goods and, unless the context herein clearly indicates to the contrary, shall include the owner, consignor and consignee of the goods and all other entities who may have right of claim by, through or with respect to the goods.

2. FREIGHT, CHARGES, PAYMENT, ETC.

Freight shall be as identified by Carrier in its rate quote, bill of lading, transportation agreement and/or tariff, as applicable. In addition to freight, Shipper shall be responsible for all: assessments, charges and expenses pursuant to Carrier's bill of lading and/or tariff; dues, taxes, duties, fines and penalties; advances made by Carrier; expenses incurred by virtue of Shipper's acts, omissions or failure to perform hereunder; and other expenses incurred as a result of any unforeseen or extraordinary circumstance, with respect to the goods and/or the transportation thereof. Freight and charges based upon inaccurate or incomplete descriptions, instructions or particulars from Shipper may be recalculated by Carrier at any time.

Freight and all charges shall be fully and irrevocably earned by Carrier upon tender of the goods by Shipper to, or commencement of performance by, Carrier, whichever shall first occur, and shall be payable in advance and prior to delivery unless otherwise agreed in writing by Carrier. All amounts shall be paid in U.S. dollars without deduction or offset, with sums which are due but which have not been paid to accrue interest at the rate of one percent (1%) per month from date due until paid in full. Shipper, specifically including all entities identified in the definition of that term, shall be jointly and severally responsible for the payment of all freight, charges and other amounts due Carrier hereunder.

Carrier shall have a lien the goods which shall survive delivery thereof to secure payment of amounts due hereunder; further, Shipper grants Carrier a consensual lien upon all Shipper's cargoes and personal property subsequently in the possession of Carrier to secure payment of such amounts. Carrier may assert its lien rights at any time, withhold delivery until payment is received and/or hold public or private sale of such goods, cargoes and/or personal property; in the event of sale, proceeds shall first be applied to the costs of sale and then to amounts due Carrier, with the balance, if any, to be remitted to Shipper.

3. HAZARDOUS GOODS

Shipper must identify to Carrier in writing and prior to shipment all goods requiring specialized handling and/or which are dangerous or hazardous in character or nature, and Carrier must specifically assent to undertake the transportation thereof. Shipper shall provide complete and accurate information, specifications and handling instructions with respect to any such goods, including safety procedures and emergency contact information, etc., shall be responsible for all documentation and compliance with federal, state and local statutes and regulations applicable to such goods and/or their transportation, and shall certify its compliance with the Department of Transportation's applicable packing, packaging, marking, etc. regulations as set forth on the front page of this Bill of Lading.

4. PERISHABLES AND VALUABLE GOODS

All goods shall be carried in ordinary containers without any special protection, services or other measures unless otherwise agreed in writing by Carrier. Shipper shall tender any goods requiring refrigeration properly stowed with thermostat set, and shall provide Carrier with an appropriate temperature setting for such goods; refrigerated containers are not designed to "freeze down" goods, and Carrier shall not be responsible for loss, damage, expense or other consequence with respect to goods tendered at a temperature higher than that required. Carrier shall not be responsible for stains, discolorations, holes, chafage, breakage or splitting of lumber, timber, plywood, wood products, etc., whether or not protected and/or covered. Shipper shall not tender for transportation any live animals, art objects, bank bills, coins, currency, drafts, notes, valuable papers, precious metals, precious stones, antiques or any other rare, old, precious or semi-precious articles of extraordinary value.

5. DESCRIPTION OF GOODS

Shipper shall provide Carrier with, and hereby warrants the accuracy and completeness of, all information, descriptions, particulars and instructions relating to the goods, including their nature, characteristics, markings, number, count, weight, dimensions, volume and quantity as well as any special instructions or conditions applicable to the goods, upon all of which Carrier shall be entitled to rely. Shipper shall reimburse Carrier for any loss, damage or expense whatsoever resulting from any false, inaccurate or incomplete information, descriptions, particulars or instructions provided to Carrier.

6. TENDER OF GOODS

Shipper shall tender the goods to Carrier at the time and place identified by Carrier in good order, count and condition, and packaged, protected, packed and stowed sufficiently to withstand the rigors of the contemplated transportation services, including, without limitation, transportation by uncovered barge and exposure to weather, moisture, humidity, heat, rolling, pitching and similar barge movements. Carrier may refuse, discharge, store, sell and/or otherwise dispose of any goods which it believes may create a risk of harm to persons and/or property at any time and at Shipper's risk and expense.

7. PERFORMANCE AND LIBERTIES

Carrier shall have exclusive control over all vessels utilized with respect to the transportation of the goods. Carrier may call at any port/place to replenish fuel, oil, stores or other necessities and/or to make repairs. Carrier may deviate in attempt to save life or property at sea, and with respect thereto may leave the vessel and goods thereon in a position reasonably believed to be safe. Carrier shall have liberty with respect to the routes, procedures, modes and methods of transportation, including towage and/or towage in tandem. Carrier shall perform hereunder with due diligence, but does not warrant any particular speeds or departure or arrival times or dates. Carrier may subcontract on any terms the whole or any part of the transportation services hereunder, including with its affiliated and/or related entities.

8. DELIVERY AND CLAIM LIMITATIONS

Carrier shall arrange for delivery of the goods to Consignee at the location identified on this Bill of Lading, with Consignee obligated to inspect, receive and take the goods as promptly following unloading as is possible during normal working hours. Goods delivered to Consignee, goods tendered to Consignee but refused and/or otherwise not received by Consignee, goods seized by governmental authority or legal process, goods not delivered due to Shipper's fault (including inaccuracy or inadequacy of instructions or particulars) and goods not delivered due to causes beyond Carrier's control shall nonetheless be deemed delivered to and received by Consignee and Carrier's responsibility with respect to such goods shall thereupon cease. Any action taken by Carrier with respect to the goods thereafter shall be performed as Shipper's agent and at Shipper's risk and expense.

Unless notice of loss/damage and the general nature thereof is provided to Carrier in writing before or at delivery, said delivery shall be prima facie evidence that such goods have been delivered as described and in the same good order, count and condition as when received by Carrier; if loss/damage is not apparent at delivery, such notice must be given within three (3) days of said delivery. In any event, Carrier shall be discharged from all liability with respect to loss/damage to, or in connection with, the goods unless suit is brought within one (1) year of delivery or date when the goods should have been delivered.

9. CLAUSE PARAMOUNT

The Carriage of Goods By Sea Act (46 U.S.C. §1300 *et seq.*) is fully incorporated into this agreement and shall apply at all times the goods are in the custody and/or under the control of Carrier, including before loading to the vessel, during transportation, through discharge from the vessel and until delivery. Carrier shall not be liable for loss/damage to, or in connection with, the goods in an amount exceeding \$500 USD per package (or in the event of goods not in packages per customary freight unit), or the equivalent of said sum in other currency, unless a higher release value for the goods has been declared in writing by Shipper to Carrier prior to loading and inserted on the front of this Bill of Lading and Shipper has paid increased freight resulting from such declaration. Carrier shall not be liable to Shipper or any other entity claiming with respect to the goods, whether for loss, delay, shortage, misdelivery, failure to deliver or otherwise, in tort, contract or other theory, other than as set forth herein.

10. FORCE MAJEURE

Carrier shall not be liable for loss or damage arising or resulting from unseaworthiness unless caused by Carrier's want of due diligence. Carrier shall not be responsible for loss or damage arising or resulting from: act, neglect or default of master, mariner, pilot or services of Carrier in the navigation or management of a vessel; fire, unless caused by the actual fault or privity of Carrier; perils, dangers and accidents of the sea or other navigable waters; act of God; act of war; act of public enemies (including terrorism); arrest or restraint of princes, rulers or people, or seizure under legal process; quarantine restrictions; act or omission of Shipper, its agent or representative; strikes, lockouts or stoppage or restraint of labor from whatever cause, whether partial or general; riots and civil commotions; saving or attempting to save life or property at sea; wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods; insufficiency of packing; inadequacy of marks; latent defects not discoverable by due diligence; and any other cause arising without the actual fault and privity of Carrier.

11. NEW JASON/GENERAL AVERAGE

General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, excluding Rule B thereof, at such port/place selected by Carrier, and as to matters not provided for by said Rules according to the laws and usage of the Port of Seattle, with a tug and barge(s) not deemed involved in a common maritime adventure unless each such vessel is actually and directly exposed to a common peril; a vessel is not in common peril with another if by disconnecting it is in a position of safety or ceases to be actually and directly exposed to such peril. For purposes of said Rules, the parties acknowledge that the goods are carried in accordance with the recognized custom of the trade.

To the extent required by Carrier, average agreement, bond and additional security shall be furnished by Shipper prior to the discharge/release of the goods. Any cash deposit shall be payable in U.S. currency, remitted to an average adjuster of Carrier's choosing and held in a special account in the adjuster's name, with interest thereon to become a part thereof pending settlement of general average.

In the event of accident, danger, damage or disaster, before or after commencement of voyage, resulting from any cause whatsoever, whether due to negligence or not, for which or for the consequences of which Carrier is not responsible by statute, contract or otherwise, the goods and Shipper shall contribute with Carrier and the vessel(s) 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 with respect to the goods. If a salvaging ship is owned/operated by Carrier, salvage shall be paid for as if such salvaging ship belonged to strangers.

12. BOTH TO BLAME COLLISIONS

In the event of loss/damage to goods resulting from collision, if the vessels or either of them should collide or come into contact with another ship or object as a result of the negligence of the other ship or object and any act, neglect or default of master, mariners, pilot or servants of Carrier in the navigation, management or maintenance of the vessel(s), Shipper shall indemnify Carrier and the vessels from and against all loss and liability to the other or non-carrying ship, her owners and any third parties insofar as such loss and liability represents a loss of, damage to or any claim whatsoever of Shipper, the owners of the goods and/or their underwriters, paid or payable by the other or non-carrying ship, her owners or third parties to Shipper, the owners of the goods or their underwriters and set off, recouped or recovered by the other or non-carrying ship, her owners or any third parties as a part of their claim(s) against Carrier and/or the vessels. The foregoing shall apply when the owners, operators or those in charge of any ship or object other than or in addition to those colliding are at fault with respect to such collision or contact.

13. CONSEQUENTIAL DAMAGES

Carrier shall not be liable for any indirect, consequential or special damages of any type or nature whatsoever and howsoever arising, including, without limitation, loss of profits, loss of income, loss of business opportunity, business interruption, loss or use and/or loss of ability to use undamaged component or system parts, whether resulting from negligence, breach of contract or otherwise, and regardless of whether such damages may have been foreseeable.

14. LIMITATION OF LIABILITY

This agreement is not a personal contract, nor shall it otherwise operate such as to deny Carrier the benefit of all limitations upon and exemptions from liability afforded to vessel owners by statute or rule of law.

15. EXTENSION OF BENEFITS

All exceptions to, exemptions from, defenses to, immunities from and limitations upon liability granted to Carrier by operation of this agreement and/or applicable law shall be deemed automatically extended to: all lawful business entities parent to, subsidiary of, affiliated with and/or under the management or control of Carrier, including their respective shareholders, members, managers, officers, directors, employees and agents; all subcontractors of Carrier utilized with respect to the transportation services, including their respective shareholders, members, managers, officers, directors, employees and agents; and all vessels utilized with respect to the transportation services, including their respective owners, managers, operators, demise charterers, masters, officers and crewmembers.

16. LAW AND FORUM

The general maritime law of the United States shall be applicable to this agreement and performance hereunder to the extent there is a specific general maritime rule of law, but otherwise the laws of the State of Washington shall apply. Any suit relating to this agreement or performance hereunder must be filed in, and the parties hereby consent to the exclusive jurisdiction of, the state or federal court located in Seattle, Washington, with the substantially prevailing party entitled to recover its reasonable legal fees and costs.

17. COUNTERPARTS AND EXECUTION

This Bill of Lading may be executed in counterparts and/or by facsimile, with a facsimile signature deemed equivalent to an original signature. This Bill of Lading may be executed by agents and/or representatives of the parties; upon Shipper's consent, verbal or otherwise, Carrier may sign for and on behalf of Shipper as its agent for said limited purpose. Upon tender of the goods to Carrier, Shipper shall be deemed to have consented to the terms and conditions set forth herein, regardless of whether Carrier's Bill of Lading was actually issued to or executed by Shipper.

18. ENTIRE AGREEMENT

This Bill of Lading and any rate quote, transportation agreement, load confirmation, delivery receipt, invoice and/or other document issued by Carrier with respect to the goods, and Carrier's tariff, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous communications and agreements, whether oral or written. This agreement supersedes any document issued by or through any entity other than Carrier, including any bill of lading or other document from Shipper. The headings used herein are for reference only, and are not substantive. This agreement shall be construed neutrally, and as the mutual assent of both parties, rather than for or against either party. This agreement may not be altered or amended except through a written instrument executed by Carrier.