

BILL OF LADING – TERMS AND CONDITIONS

RECEIVED in apparent good order and condition from the shipper, or shipper's agent, the number of containers or other packages or units said by shipper to contain the goods described in "Particulars Furnished By Shipper," to be transported from the port of loading to the port of discharge, or so near thereto as the carrying vessel, or other craft used can get, lie and leave always in safety and afloat under all conditions to tide, water and weather, and there to be delivered to consignee or on carrier on payment of all charges due thereon. Carrier makes no representation as to the correctness of the particulars furnished by the shipper.

In accepting this bill of lading, the shipper, consignee, holder hereof and the owners of the goods agree, the same as if signed by each of them, that the receipt, custody, carriage, relay, delivery and any transshipping of the goods are subject to the terms appearing on the face and back hereof, which shall govern the relations, whatsoever they may be, between shipper, consignee, the owners of the goods and any holder hereof and Carrier, its agents, contractors, employees, master and vessel in every contingency occurring and whether Carrier is acting as such a bailee. Carrier shall have the right to stow containers, vans, trailers on deck and without notice as per Clause 9. Their terms hereof shall not be deemed waived by Carrier except by written waiver signed by Carrier or its duly authorized agent.

1. CLAUSE PARAMOUNT. This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States of America approved April 16, 1936, as if set forth herein. The defenses of limitations of said Act shall apply to goods whether carried on or under deck, to carriage of goods between U.S. ports or between non-U.S. ports, before the goods are loaded on and after they are discharged from the vessel, and throughout the entire time the goods are in the actual custody of Carrier, whether acting as carrier, bailee, or stevedore.

If this bill of lading is issued in or the goods are delivered to locality where there is in force a compulsorily applicable Carriage of Goods by Sea Act ordinance or statute similar to the International Convention for the Unification of Certain Rules relating to Bills of Lading dated at Brussels, August 25, 1924, then it is subject to such Act, ordinance or statute before the goods are loaded on and after they are discharged from the vessel and throughout the entire time the goods are in the actual custody of Carrier, whether acting as carrier, bailee, or stevedore.

Carrier shall be entitled to the full benefit of all rights and immunity under, and limitation of all rights and immunity under, and an limitations of exemptions from liability contained in, any law of the United States or any other place whose law shall be compulsorily applicable. If any term of this bill of lading be repugnant to the Carriage of Goods by Sea Act of the United States or any other law compulsorily applicable, such terms only shall be void to that extent by no further.

This bill of lading shall be construed and the rights of the parties hereunder determined according to the laws of the United States.

2. PARTIES COVERED. If the vessel or other craft in use is not owned or chartered by demise to Carrier Dyno Global Projects LLC, this bill of lading shall take effect for purposes of limitation of liability only, as a contract with the owner or demise charterer, as the case may be. If it shall be adjudged that any person other than the owner of demise charterer (including the master, time charterer, agents, stevedores, lashers, watchmen and other independent contractors) is the carrier or bailee of the goods, or is otherwise liable in contract or in tort, all rights, exemptions, and limitations of liability, Carrier is acting as agent and trustee for the persons above mentioned. Particulars of the ownership of the vessel or other craft used may be obtained from Carrier or its agents.

3. SCOPE OF VOYAGE. The voyage herein contracted for shall include ports in or out of the advertised, geographical, usual or ordinary route or order. 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 before or after proceeding toward the port of discharge, make trail trips or tests, take fuel or stores at any port in or out of the regular course of the voyage, sail with or without pilots, tow and be towed, and save or attempt to save life, vessels in distress or other property; and of the foregoing are included in the contract voyage.

Carrier shall have the right, without notice, to substitute employ a vessel, watercraft, or other means rather than the vessel named herein to perform all or part of the carriage. When the port of destination or discharge is not served by Carrier's containership, Carrier may, at any intermediate port, break bulk of cargo shipped in containers.

4. RISKS AND LIABILITIES. In any situation which in the judgment of Carrier or the master is likely to give rise to risk of seizure, arrest, detention, damage, delay to, or loss of any goods or the vessel, or to make it imprudent for any other reason to receive, keep or load the goods, or continue the voyage, or discharge the goods, Carrier or the master shall have the right (a) to decline to receive, keep or load the goods or to discharge or devian them at any convenient port or place and to require the shipper or person entitled thereto to make delivery and if he/she fails to do so, to store them at the risk and expense of the goods; or (b) to discharge the goods into any lighter, craft, depot or other place; or (c) to retain the goods on board until the return trip or until such time as Carrier or the master deem advisable; or (d) to substitute another vessel or to transship or forward the goods, or any part thereof, by any means, but always at the risk and expense of the goods. Any disposition of the goods pursuant to this clause shall constitute complete performance of this contract by Carrier who shall be free of further responsibility. For any and all service rendered as herein provided, Carrier shall be entitled to reasonable extra compensation and shall have a lien on the goods.

Goods shut out or not loaded on the vessel for any reason can be forwarded on a subsequent vessel or by feeder ships, lighters, aircraft, trucks, trains or other means in addition to the ocean vessel, or its substitute, to accomplish the carriage herein.

5. GOVERNMENT AL ORDERS. Carrier or the master shall have the liberty to comply with any orders, directions, regulations, requests or suggestions given by or received from the government of any nation or by any person purporting to act with the authority of such government. Any disposition of the goods pursuant to this clause shall constitute completion of the contract or carriage by Carrier, and the goods thereafter shall be solely at their own risk and expense.

6. PACKING OF CONTAINERS-SHIPPER'S GUARANTY INDEMNITY. Carrier shall not be responsible for the sale and proper stowing of cargo in containers if such containers are packed by the shipper or its shipping agent and no responsibility shall attach to Carrier for any loss or damage caused to content by shifting, overloading, or failure to label or properly chock, lash or pack the goods in the Container or within the individual packages. The shipper or shipper's agent shall properly seal containers loaded by them. The shipper or its agent shall carefully inspect and clean containers, if necessary, before packing them. Acceptance and packing of the containers shall be prima facie evidence that the containers were sound, clean and suitable for

use and shall relieve Carrier of responsibility for any damage to the goods carried resulting from the container used. "Containers" as used herein include all types of containers for dry, liquid, and perishable cargo, as well as vans and trailers.

The Shipper, consignee, holder hereof and owner of the goods agree to be liable for and shall hold harmless and indemnify Carrier for any injury, loss or damage, including fines, penalties, and reasonable attorney's fees arising from the shipper's failure to properly describe, label, stow or secure the goods in containers or to clean containers and also damage or expense caused by the goods to the containers, other property, or for injury or death of persons.

7. PERISHABLE GOODS. Goods or foods of perishable nature will be carried in ordinary containers, vans or trailers and without special protective services unless there is noted on the face of the Bill of Lading that such perishable goods will be carried in a refrigerated, heated, specially ventilated or otherwise specially equipped container, van or trailer in accordance with protective services and charges offered in Carrier's tariff.

The shipper, consignee, holder hereof and owner of the goods agree to be responsible for the operation of temperature controlled, equipment, including maintenance and repair during all times before containers, vans or trailers are delivered to Carrier at the port of loading and after delivery by Carrier at the port of discharge.

When a loaded container, van or trailer is received, Carrier will set the thermostatic control to maintain air temperature in the container to within a range plus or minus 5 degrees Fahrenheit of the temperature requested by the shipper on the face hereof.

8. LIVE ANIMALS. Live animals, birds, and fish are received, kept and carried solely at the shipper's risk of accident, disease or mortality and without warranty or undertaking whatsoever by Carrier.

9. STOWAGE ON DECK. Goods stowed in any covered-in space or loaded in a container, van or trailer carried on deck shall be deemed to be stowed under deck for all purposes, including General Average and the Carriage of Goods by Sea Act, the Hague Rules or other compulsorily applicable legislation.

If the goods are shipped on deck not in containers, they will be carried solely at the risk of the goods and without any liability of Carrier for loss or damage resulting from such carriage.

10. TRANSSHIPPMENT. If the goods are destined for a port or destination not served by Dyno Global Projects, LLC or other carriers serving through routes, then the goods will be transhipped or forwarded at the port of discharge served by Carrier's() vessel(s) or other mode of transportation. In such case Dyno Global Projects, LLC or Participating carriers will have no further duty or responsibility whatsoever s Carrier, this Bill of Lading operating only as a document of title thereafter.

11. DELIVERY AND STORAGE. Except at ports where carrier delivers goods directly to consignee, delivery shall take place and Carrier shall have no further responsibility when the goods are landed upon the safe dock, lighter or other craft and custody is taken by port or government authorities, terminal operator or lighter man.

At ports where Carrier delivers goods or consignee, if the consignee does not take delivery as soon as the goods are ready, the goods shall thereafter be at their risk and expense. Carrier shall have the right, but not the duty, to store containers in the open before loading or after discharge.

12. EXPENSES, FINES. The shipper and consignee shall be liable for, and shall indemnify Carrier and Vessel and hold them harmless against, and Carrier shall have a lien on the goods for: all expenses and charges of mending, cooping, repairing, fumigating, deveining, re-stowing, storing or reconditioning, and all expenses incurred for the benefit of protection of the goods, also for any payment, duty, fine or other expenses including but not limited to court costs, expenses, and reasonable attorney's fees incurred or levied upon Carrier or the vessel in connection with the goods because of shippers failure to comply with any law or regulation.

13. FREIGHT, LIENS, QUANTITY. Freight shall be payable, at Carrier's option, on gross weight, measurement ton, or on value as set forth in Carrier's tariff. Carrier shall have the right, but not the duty to open packages or containers and, if shipper's particulars are found to be erroneous, the shipper, consignee and the goods shall be liable for the correct freight charge and any expenses incurred in examining, weighing, measuring or valuing the goods.

Full freight to the port of discharge named on the face of this Document and all advance charges against the goods shall be considered completely earned on the receipt of the goods by Carrier, even though the vessel or goods are damaged or lost or the voyage is frustrated or abandoned.

All sums payable to carrier are due when incurred and shall be paid in full, in United States Currency, or, at Carrier's option, in its equivalent in the currency of the port of loading or the port of discharge, or as specified in tariffs or conference agreement.

The shipper, consignee, holder hereof, and owner of the goods shall be jointly and severally liable to Carrier for payment of all freight demurrage, General Average and other charges, including but not limited to court costs, expenses and reasonable Attorney's fees incurred in collecting sums due carrier. Payment of ocean freight, and charges to a freight forwarder, broker or anyone other than Dyno Global Projects, LLC or its authorized agent, shall not be deemed payment to the carrier and shall be made at the payer's sole risk.

Carrier shall have a lien on the goods, which shall survive delivery, for all charges due and may, without notice, enforce this lien by public or private sale of the goods and other property belonging to the shipper, consignee, holder hereof or owner of the goods, which may be in Carrier's possession.

14. BOTH TO BLAME COLLISIONS. If the vessel comes into collision with another ship as a result of negligence of the other ship and any act, neglect, or fault of the master, mariner, pilot or of the servants of the Carrier in the navigation or in the management of the vessel, the owners of the goods carried hereunder will indemnify Carrier against all loss or liability to the other or non-carrying ship of her owners insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set-off, recouped or recovered by the other 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, contact, stranding or other accident.

15. GENERAL AVERAGE. General Average shall be adjusted, stated and settled according to York Antwerp Rules 1974, except Rule XXII thereof at the place selected by Carrier, and as to matters not provided for by these Rules, according to the laws and usage at the port of New York. Average agreement on bond and such additional security as may be required by Carrier, must be furnished before delivery of the goods.

In the event of accident, danger, damage, or disaster, before or after commencement of the Voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, Carrier is not responsible, by statute, contract or otherwise, the goods, the shipper and the consignee shall contribute with 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 goods. If a salvaging ship owned or operated by Carrier, salvage shall be paid for as fully in the same manner as if the salvaging ship belonged to strangers. Cargo shall pay its contribution to General Average even when such salvage is the result of fault or error of the master, pilot or crew. The shippers and consignees expressly renounce all codes, statutes, laws or regulations which might otherwise apply.

16. FIRE. Carrier shall not be liable for any loss or damage to goods occurring at any time, 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 the actual fault or privity of the Carrier.

17. VALUATION. In the event of loss, damage or delay to or in connection with goods exceeding in actual value the equivalent of \$500.00 lawful money of the United States, per package, or in case of goods not shipped in packages, per shipping unit, the value of the goods shall be deemed to be \$500.00 per package or unit, unless the nature and higher value of the goods have been declared shipping herein and extra charges paid as provided in Carrier's tariff. However, Carrier's liability shall not exceed the invoice value of the goods. The word "package" shall include a container used to ship household goods or Freight All Kinds shipped under lump sum tariff, a liquid tank or a dry bulk container, van or trailer, and cargo shipped on a skid, cradle, pallet or unitized load, group or assemblage. When the U.S. Carriage of Goods by Sea Act does not apply of its own force to goods shipped in packages, the \$500 limitation shall apply to each shipping or customary freight unit or piece, provided always that any compulsory applicable 1 imitation shall apply in place of the \$500 limitation.

18. NOTICE OF CLAIM-TIME FOR SUIT-JURISDICTION. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the Carrier 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 thereof under the contract of carriage, such removal shall be prima facie evidence of the delivery by Carrier of the goods as described in the Bill of Lading. If the loss or damage is not apparent the notice must be given within three days after delivery.

Carrier and the ship will 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. Suit shall not be deemed brought against Carrier or vessel until jurisdiction shall have been obtained over Carrier or the vessel, or both, by service of process thereon.

19. FINAL AGREEMENT. All prior agreements, dock receipts or freight engagements for the shipment of the goods and all other arrangements are suspended by this Bill of Lading and Freight Tariff Rules and Regulations on file with the Federal Maritime Commission, and Interstate Commerce Commission in the case of through transportation, which are incorporated herein by reference and form part of this bill of lading as if set forth herein at length. Copies of the Freight Tariff Rules and Regulations are available upon request.

20. SHIPPERS WARRANTIES. The shipper warrants that s/he is the owner of and entitled to possession of the goods or has the authority of the owner and all persons entitled of the goods to agree to the terms hereof.

21. THROUGH AND ON BOARD BILL OF LADING. When used in or endorsed on this bill of lading the words "ON BOARD" shall mean on board the exporting vessel or on board another mode of transportation operated by or on behalf of all originating carrier and en-route to the port of loading for loading aboard the participating carrier's ship.

The participating land carrier's bill of lading lawfully in effect on the date of issue of this bill of lading shall, together with the rules, tariffs and classification of such participating carrier and applicable rules and regulations of government agencies with jurisdiction over such land carriage govern and control the possession and carriage of the goods by such participating carrier. Copies of said bill of lading form are available from such participating carrier or its agents on request. At all times when goods are in the care, custody or control of a participating land carrier such carrier shall be entitled to all rights, privileges, liens, limitations of and exonerations from liability, optional or discretionary rights, or rights of indemnity granted to any carrier hereunder to the full extent permitted to participating carriers under any rules and regulations and laws relating to carriers.

22. CLAIMS. Claims for loss of or damage to the goods may be filed against Dyno Global Projects, LLC, which agrees to solely responsible for processing said claims to conclusion. It is agreed that in the event of payment of any such claims by Dyno Global Projects, LLC it shall automatically be subrogated to all the rights of the shipper or consignee against all others, including participating carriers, on account of such loss or damage. Claims must be filed and suit commenced within the time limits provided by law and the terms of the bill of lading and tariff of the carrier which had, or is deemed in accordance with this paragraph to have had, custody of the goods when the loss or damage occurred. When the loss or damage occurs during carrier custody or control but it cannot be established which carrier hereunder had custody or control of the goods at the time of loss or damage it shall be deemed, as between the shipper and consignee and any carrier hereunder, that the loss or damage occurred aboard the ship while in custody or control of Dyno Global Projects, LLC.



DOCK OR WAREHOUSE RECEIPT. Regardless of whether this bill of lading has been noted for damages, shortages, re-cooping, or another notation regarding the condition of the freight the cargo shall be considered received in with the exceptions noted on either the warehouse or dock receipt or any other receipt.

RUST CONDENSATION ETC. It is agreed that superficial rust, oxidation or condensation inside the container or any like condition due to moisture is not the responsibility of the carrier.

NOTIFICATION AND DELIVERY. Any mention in this bill of lading or parties to be notified of the arrival of the goods is solely for information of the carrier and failure to give such notification shall not involve in any liability.

GENERAL LIMITATIONS.

- 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 save as provided in Clause 5 the Carrier shall in circumstances be liable for any indirect or consequential loss or damage caused by delay.
- Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct or indirect or consequential loss or damage arising from any cause.
- The Carrier shall be entitled to the full benefit of all rights and immunities and all limitations of, or exemptions from, liability provided in the London Convention of 1976. Notwithstanding the foregoing, if local law makes the Brussels Convention of 1957 mandatorily applicable, then said latter Act will be applicable under this Bill of Lading. The Carrier shall also be entitled to the full benefit of all rights and immunities and all limitations of, or exemption from liability contained in any national law or any nation whose laws shall be applicable.
- Without waiver or limitation of any exemption from or limitation of liability by law or this Bill of Lading, neither Carrier nor any corporation owned by, subsidiary to, or associated or affiliated with Carrier shall be liable for any loss or damage whatsoever and when so ever occurring by reason of any fire whatsoever, including that occurring before loading on or after discharge from the ship or while the goods are in the custody of an underlying Carrier, unless such fire shall have been caused by the design or neglect or the actual fault or privity of Carrier or such corporation, respectively. In any situation where such exemption from liability may not be permitted by law neither Carrier nor such corporation shall be liable for any such loss or damage by fire unless caused by negligence, including the imputed law, for which the Carrier or such is liable, respectively.