RECEIVED in apparent external good order and condition except as otherwise noted the total number of Containers or other packages or units enumerated below (*) for transportation from the Place of Receipt to the Place of Delivery subject to the terms hereof. One of the original Bills of Lading must be surrendered duly endorsed in exchange for the Goods or Delivery Order unless otherwise provided herein. In accepting this Bill of Lading the Merchant expressly accepts and agrees to all its terms whether printed, stamped or written, or otherwise incorporated, notwithstanding the non-signing of this Bill of Lading by the Merchant. (Terms & Conditions of Bill of Lading continued on the back hereof).

**IN WITNESS whereof the number of original Bills of Lading stated opposite have been signed, one of which being accomplished, the other(s) to be void.**

Signed: 

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**Marks and Numbers**

<table>
<thead>
<tr>
<th>No. of Packages or Units</th>
<th>Kind of Packages or Units (Description of Goods)</th>
<th>Gross Weight</th>
<th>Measurement</th>
</tr>
</thead>
</table>

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**Total No. of Packages or Units (In Words)**

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**Shipper Declared Value**

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**Freight and Charges**

<table>
<thead>
<tr>
<th>Revenue Tons</th>
<th>Rate</th>
<th>Per</th>
<th>Prepaid</th>
<th>Collect</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepaid at</td>
<td>Payable at</td>
<td>Place and Date of Issue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Moana Blue Limited
19B Orbit Drive, Albany, Auckland, New Zealand, 0632.
Ph +64 9 215 7907   Email: admin@moana-blue.com

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K K Moana Blue as Carrier
1. DEFINITIONS

Carriage: The Company shall be deemed to have commenced the Carriage of the Goods on the date on which the Goods are tendered for transportation, whether by air, sea, land or rail. The Goods shall be deemed to have been delivered when the Goods are made available to the person to whom delivery is to be made, whether by the Company or by a Sub-Contractor appointed by the Company, and the Contract shall be deemed terminated.

Sub-Contractor: Any carrier or other person to whom the Goods are transferred, whether by the Company or by a Sub-Contractor appointed by the Company, shall be deemed to be a Sub-Contractor for the purposes of this Contract.

Consignee: The person to whom the Goods are tendered, whether by the Company or by a Sub-Contractor appointed by the Company, shall be deemed to be the Consignee for the purposes of this Contract.

Carrier: The Company is the carrier appointed to transport the Goods, or its Sub-Contractor.

2. CARRIER'S TARIFF

The Company's tariff in force at the time of receipt of the Goods for carriage shall govern the Carriage of the Goods, and the Company shall be entitled to charge the Mercantile and to recover from the Mercantile all sums payable to the Company under this contract and for general average in accordance with the Carriage terms and conditions. The Company shall be entitled to require the Mercantile to provide security for the payment of any such sums, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

3. LOADING AND DEPOSING

The Company shall be entitled to load and to unload the Goods at its option, and at the cost of the Mercantile, except where the Mercantile gives security for the payment of such cost. The Company shall be entitled to charge the Mercantile for any additional expense so incurred.

4. SUMP AND DRAIN

The Company shall be entitled to drain sumps and to drain and to empty any drainage system at the cost of the Mercantile, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

5. CHARGES

The Mercantile shall be charged in respect of all services rendered by the Company, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

6. SHIPMENT

The Company shall be entitled to make such arrangements for the carriage of the Goods as it thinks fit, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

7. SECURITY

The Mercantile shall be entitled to give security for the payment of any sums payable to the Company under this contract, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

8. NOTIFICATION OF LOSS OR DAMAGE

The Mercantile shall be entitled to give notice of any loss or damage to the Goods, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

9. RECLAMATION

The Mercantile shall be entitled to reclaim the Goods from the Mercantile, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

10. Right of Way

The Mercantile shall be entitled to give way to any other vessel or vessel under way, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

11. Right of Search

The Mercantile shall be entitled to search any vessel, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

12. Right of Sale

The Mercantile shall be entitled to sell any goods, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

13. Right of Abandonment

The Mercantile shall be entitled to abandon the Carriage of the Goods, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

14. Right of Compounding

The Mercantile shall be entitled to compound any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

15. Right of Avoidance

The Mercantile shall be entitled to avoid the Carriage of the Goods, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

16. Right of Retention

The Mercantile shall be entitled to retain the Goods, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

17. Right of Release

The Mercantile shall be entitled to release the Goods, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

18. Right of Adjustment

The Mercantile shall be entitled to adjust any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

19. Right of Subrogation

The Mercantile shall be entitled to subrogate any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

20. Right of Notice

The Mercantile shall be entitled to give notice of any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

21. Right of Protest

The Mercantile shall be entitled to protest against any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

22. Right of Counterclaim

The Mercantile shall be entitled to counterclaim any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

23. Right of Set-off

The Mercantile shall be entitled to set off any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

24. Right of Redemption

The Mercantile shall be entitled to redeem any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

25. Right of Discovery

The Mercantile shall be entitled to discover any claim or demand, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.

26. Right of Variation of the Contract

The Mercantile shall be entitled to vary the terms of the Contract, and the Mercantile shall indemnify the Company against all loss, damage, expenses and costs incurred by the Company in respect of the Goods.