

Shipper	Booking No.	B/L No.
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Consignee

Notify Party



BILL OF LADING

www.moana-blue.com

Local Vessel	From	Party to contact for Cargo Release Moana Blue Limited 19B Orbit Drive, Albany, Auckland, New Zealand, 0632. Ph +64 9 215 7907 Email: admin@moana-blue.com
Ocean Vessel	Voy. No. Port of Loading	
Port of Discharge	Place of Delivery	Final Destination (for shippers reference only)

Marks and Numbers	No. of Packages or Units	Kind of Packages or Units (Description of Goods)	Gross Weight	Measurement

Total No. of Packages or Units (In Words)	Shipper Declared Value
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Freight and Charges	Revenue Tons	Rate	Per	Prepaid	Collect
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Ex. Rate	Prepaid at	Payable at	Place and Date of Issue
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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.	No. of Originals B(s)/L	K K Moana Blue as Carrier
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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).

Signed: _____

Moana Blue Bill of Lading Terms & Conditions

1. DEFINITIONS

"Carrier" means The Company stated on the front of this Bill of Lading assigned being the "Carrier" on whose behalf this Bill of Lading has been signed.

"Merchant" includes the Shipper, Holder of this Bill of Lading, Consignee, Receiver of Goods, any Persons who are or entitled to the possession of the Goods or of this Bill of Lading and anyone acting on behalf of any such Person.

"Person" includes an individual, group, company or other entity.

"Sub-Contractor" includes owners and operators of Vessels and space providers of Vessels (other than the Carrier), stevedores, Terminal and groupage operators, inland carriers, road, rail and air carriers, and any other contractor directly or indirectly employed by the Carrier in performance of the Carriage, their respective servants and agents, and anyone assisting the performance of the Carriage.

"Indemnify" includes defend, indemnify and hold harmless.

"Goods" means the whole or any part of the cargo received from the Shipper and includes any equipment or Container not supplied by or on behalf of the Carrier.

"Container" includes any container, trailer, transportable tank, flat or pallet and any equipment thereon intended for use in the performance of the Carriage.

"Freight" means the whole or any part of the operations and services undertaken by the Carrier in respect of the Goods under this Bill of Lading.

"Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading.

"Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes the amendments by the Protocol signed at Brussels on 23rd February, 1968, and the amendments by the Protocol signed at Brussels on 21st December, 1979, but only such amendments (hereinafter collectively called "the Visby Amendments") as are compulsorily applicable to this Bill of Lading (It is expressly provided that nothing in this Bill of Lading shall be construed as contractually modifying the said Vessel).

"Waterborne Carriage" means the Carriage by sea or water, and includes the period during which the Goods are under the custody of the Carrier for the Carriage at the sea/water terminal of the Port of Loading or of the Port of Discharge, whether or not by a Vessel.

"Port of Loading" means a port or place so named overleaf or any other port or place where the Goods are loaded onto the Vessel for the Carriage.

"Port of Discharge" means a port or place so named overleaf or any other port or place where the Goods are discharged from the Vessel for the Carriage.

"Place of Receipt" means a place so named overleaf where the Goods are received by the Carrier for the Carriage.

"Place of Delivery" means a place so named overleaf or any other place where the Goods are delivered by the Carrier to the Merchant in accordance with the terms hereof.

"Vessel" means the Ocean vessel named overleaf and includes vessel, ship, craft, lighter or other means of transport by sea or water which is or shall be substituted, whether or not, by the Ocean vessel named on the face hereof.

2. CARRIER'S TARIFF

The terms of the Carrier's applicable Tariff are incorporated herein. Copies of the relevant provisions of the applicable Tariff are obtainable from the Carrier upon request. In the case of any conflict between this Bill of Lading and the applicable Tariff, this Bill of Lading shall prevail.

3. LIMITATION STATUTES

Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory limitation or defence available to the Carrier under any applicable laws, statutes or regulations of any country. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.

4. SUB-CONTRACTING AND INDEMNITY

The Carrier shall be entitled to sub-contract the Carriage on any terms whatsoever.

(2) The Merchant undertakes that no claim or allegation shall be made against any servant, agent or Sub-Contractor of the Carrier which imposes or attempts to impose upon any of them, or upon any other person or operator of any of them, any liability whatsoever in connection with the Goods. And, if any such claim or allegation should nevertheless be made, to indemnify the Carrier against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Sub-Contractor shall have the benefit of all provisions herein benefiting the Carrier as if such provisions were expressly for their benefit; and, in entering into this contract, the Carrier, to the extent of those provisions, does so not only in its own behalf, but also as agent and trustee for such servants, agents and Sub-Contractors.

(3) Any provisions of the Carriage-Visby Rules which relate to the markings of the Merchant contained herein, shall extend to claims or allegations of whatsoever nature against other Persons chartering space on the carrying Vessel.

5. CARRIER'S RESPONSIBILITY

Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, then: 1. This Bill of Lading shall have effect subject to any national law making the International Convention for the Unification of Certain Rules of Law Relating to Bill of Lading signed at Brussels on 25th August 1924 (the Hague Rules) or the Hague-Visby Rules as amended by the Protocol signed at Brussels on 23rd February 1968 (the Hague-Visby Rules) compulsorily applicable to this Bill of Lading. If any term of this Bill of Lading is repugnant to that legislation to any extent, such term shall be null and void in so far as it is repugnant to that legislation. The Hague-Visby Rules shall apply to this Bill of Lading where the goods carried hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.

2. Where the Carriage called for by this Bill of Lading is a Port to Port Shipment, then: 1. This Bill of Lading shall have effect subject to any national law in force at the port of shipment or place of issue of the Bill of Lading making the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) compulsorily applicable to this Bill of Lading. If any term of this Bill of Lading is repugnant to that legislation to any extent, such term shall be null and void in so far as it is repugnant to that legislation. The Hamburg Rules shall apply to this Bill of Lading where the goods carried hereunder consist of live animals or cargo which by this contract is stated as being carried on deck and is so carried.

3. For the purpose of determining the extent of the Carrier's liability for loss of or damage to the Goods, the Carrier's liability for loss of or damage to the Goods is subject to the following: (i) the Goods are agreed to be the invoice value plus freight and insurance if paid.

B. Combined Transport

Where the Carriage called for by this Bill of Lading is Combined Transport, then, save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss or damage occurring during Carriage to the extent set out below.

1. Where the stage of Carriage where the loss or damage occurred is not known or cannot be determined.

2. Where the stage of carriage where the loss or damage occurred is not known or cannot be determined the carrier shall be relieved of liability for any loss or damage of if such loss or damage was caused by:

- (i) act of war;
- (ii) act of public enemies;
- (iii) arrest or restraint of princes, rulers or people or seizure under legal process;
- (iv) quarantine restrictions;
- (v) an act or omission of the Merchant;
- (vi) compliance with instructions of any Person entitled to give them;
- (vii) insufficiency of or defective condition of packing or marking;
- (viii) handling, loading, stowage or unloading of the Goods by or on behalf of the Merchant;
- (ix) inherent vice of the Goods;
- (x) strike, lock-out, stoppage or restraint of labour, from whatever cause, whether partial or general;
- (xi) riots and civil commotions;
- (xii) cause or event which the Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.

The burden of proving that the loss or damage was due to one or more of the causes or events specified in this Clause 5.B.1-a shall rest upon the Carrier, save that if the Carrier establishes that, in the circumstances of the case, the loss or damage could not be attributed to one or more of the causes or events specified in Clause 5.B.1 other than (vi), (vii) or (xiii), it shall be presumed that it was so caused. The Merchant shall however, be entitled to prove that the loss or damage was not, in fact, caused either wholly or partly by one or more of these causes or events.

C. Limitation of Liability

Except as provided in Clauses 6.(1), 6.(2), and 29, if Clause 5.(2) operates, total compensation shall in no circumstances exceed 2 SDRs per kilo of gross weight of the Goods lost or damaged (SDR means Special Drawing Right as defined by the International Monetary Fund).

C. Contribution of Liability

Where loss or damage is caused partly by a cause for which the Carrier is liable and partly by a cause for which the Carrier is not liable, the Carrier shall be liable only for the portion of the loss or damage proved by the Merchant to have been produced by the cause for which the Carrier is liable.

D. Notice of Loss or Damage

Unless notice of loss or damage to the Goods and the general nature of it be given in writing to the Carrier at the Place of Delivery before or at the time of the removal of the Goods into the custody of the Person entitled to delivery thereunder this Bill of Lading, or in the case of a bill of lading, within three working days thereafter, such removal shall be prima facie evidence of the delivery by the Carrier of the Goods as described in this Bill of Lading.

E. Time-bar

The Carrier shall be discharged from all liability unless suit is brought and notice thereof given to the Carrier within one year after delivery of the Goods or, if the Goods are totally lost, after the date when the Goods should have been delivered.

6. SUNDRY LIABILITY PROVISIONS

(1) The Hague Rules are applicable by national law, the liability of the Carrier shall in no event exceed the limit provided in the applicable national law. If the Hague Rules are applicable otherwise than by national law, the liability of the Carrier shall in no event exceed 200 pounds sterling per package or unit.

(2) Ad Valorem

Higher compensation may be claimed only when, with the consent of the Carrier, the value for the Goods declared by the Shipper which exceeds the limits laid down in this Bill of Lading, or the value declared value box on the face of this Bill of Lading and, if applicable, the ad valorem freight has been paid. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

(3) Delay and Consequential Damages

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 the Carrier shall in no circumstances be liable for delay or for any indirect or consequential loss or damage incurred by the Merchant.

(4) Scope of Application

(a) Save as otherwise expressly provided herein, the Carrier shall not be liable in any circumstances or in any capacity whatsoever for any loss or damage, howsoever arising out of or in connection with the carriage of the supply of the Container.

(b) The terms of this Bill of Lading shall govern the relations between the Carrier and the Merchant in respect of the Carriage, whether a Bill of Lading is issued or not.

(5) Defenses and Limits for the Carrier

The defenses and limits of liability provided for in this Bill of Lading shall apply in any action against the Carrier for loss or damage to the Goods, whether the action be founded in contract or in tort.

(6) Agency

Where on the face of this Bill of Lading any place of destination is shown and is different from the Place of Delivery, the Carrier shall not be liable in any capacity whatsoever for loss, damage or delay of or to the Goods after the delivery at the Place of Delivery. In these circumstances the Carrier in making arrangements with a third party for the carriage of the Goods or for forwarding of the Goods to the place (if requested by the Merchant and so agreed by the Carrier) acts as agent only for the Merchant and the Merchant shall indemnify the Carrier for all charges and expenses therefore if, for any reason, the Carrier is denied the right to be indemnified only at that time. The Carrier's liability for loss, damage or delay of or to the Goods shall be determined in accordance with this Bill of Lading.

7. AUTOMOBILE AND OTHER UNPAKED GOODS

(a) The marking of goods and containers in reference to any automobile, rolling stock, tractor, machinery and other unpacked goods does not mean that the condition of the goods when received were free of any dent, scratch, hole, cut and bruise that could not have been found by ordinary care and diligence. The Carrier shall in no event be liable for such condition.

(b) It is agreed that superficial rust, oxidation or any like condition due to moisture, is not a condition of damage but is inherent to the nature of the Goods and acknowledgement that such conditions of rust oxidation or the like did exist on receipt of the Goods by the Merchant and that the Merchant is aware of the condition that such conditions of rust oxidation or the like did not exist on receipt.

(c) New and used, unprotected Motor Vehicles carried at Merchants risk. The Vessel, its owners and carrier accept no responsibility for loss or damages to, or theft from such Motor Vehicles.

(d) The Carrier accepts no liability or responsibility for the odometer reading or its correctness, government regulation requirements to complete any and all mandatory vehicle safety related recalls at the time of receipt up to the release and delivery of the said goods as described in this Bill of Lading.

8. HAMBURG RULES

(a) Notwithstanding the terms of Clause 25 herein if proceedings are brought before the courts of a Contracting State to the United Nations Convention on the Carriage of Goods by Sea 1978 (the Hamburg Rules) or the courts of any State whose national legislation makes the Hamburg Rules effective and if such courts adjudge the Hamburg Rules or such national legislation to be compulsorily applicable to this Bill of Lading, then in those circumstances only shall this Bill of Lading take effect subject to the Hamburg Rules.

(b) In any event the Carrier shall be entitled to contest enforcement of any judgment made in a court of law or to the Hamburg Rules in any proceedings before courts in a Non-Contracting State.

9. MERCHANT-PACKED CONTAINERS

If a Container has not been packed or filled by or on behalf of the Carrier:

(1) The Carrier shall not be liable for loss or damage to the Goods and the Merchant shall indemnify the Carrier against any loss, damage, liability or expense incurred by the Carrier, if such loss, damage, liability or expense has been caused by:

(a) the manner in which the Container has been packed or filled, or

(b) the unsuitability of the Container for the goods, or

(c) the unsuitability or defective condition of the Container which would have been apparent upon reasonable inspection by the Merchant at or prior to the time when the Container was filled or packed.

(2) The loading of or unloading by the Merchant shall be prima facie evidence that the Container was sound and suitable for use and the Merchant agrees that he will return the Carrier's Container in the same condition as received. Any loss or damage caused to the Container supplied by the Carrier while in the possession of the Merchant shall be the responsibility of the Merchant.

(3) If the Container is delivered with seals intact, such delivery shall be deemed as full and complete performance of the Carrier's obligation hereunder and the Carrier shall not be liable for any loss or damage to the Goods.

10. SPECIAL DELIVERY

(1) The Carrier shall be entitled, but under no obligation, to open any Container or package at any time and to inspect, reweigh, remeasure, revalue or replace the Goods without notice to the Merchant.

(2) The Carrier shall be entitled, but under no obligation, to open any package, Container or package has to be opened, the Carrier will not be liable for any loss or damage incurred as a result of any opening, unpacking, inspection, reweighing, re-measuring, revaluation, or repacking. The Merchant shall indemnify the Carrier for the cost of all measures so taken.

11. DESCRIPTION OF GOODS

(1) This Bill of Lading shall be prima facie evidence of the receipt by the Carrier in apparent external good order and condition except as otherwise noted of the total number and weight of the Goods and any other particulars furnished by or on behalf of the Shipper and any other party to this Bill of Lading.

(2) No representation is made by the Carrier as to the weight, contents, measure, quantity, quality, description, condition, marks, numbers or value of the Goods, and the Carrier shall be under no responsibility whatsoever in respect of such description or particulars.

(3) If any particulars of any Letter of Credit and/or Import License and/or Sale Contract and/or Invoice or Order Number and/or details of any contract to which the Carrier is not a party are shown on the face of this Bill of Lading, such particulars are not to be relied upon by the Merchant for his convenience. The Merchant acknowledges that except when the provisions of Clause 6(2) apply, the value of the Goods is unknown to the Carrier, and that the inclusion of such particulars shall not be regarded as a declaration of value and in no way increases the Carrier's liability under this Bill of Lading. The Merchant warrants that he indemnify the Carrier against all consequences of including such particulars in this Bill of Lading.

12. MERCHANT'S RESPONSIBILITY

(1) All of the Persons coming within the definition of Merchant in Clause 1 shall be jointly and severally liable to the Carrier for the due fulfillment or all obligations of the Merchant in this Bill of Lading.

(2) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out overleaf have been checked by the Merchant on receipt of this Bill of Lading and that such particulars are accurate and correct. The Merchant also warrants that the Goods are lawful goods and contain no contraband, are adequately packed and prepared for shipment, and will not cause loss, damage, or expenses to the Carrier, the Vessel, or to any other cargo or person.

(3) The Merchant shall indemnify the Carrier against all loss, damage, expenses and fines arising or resulting from any breach of any of the warranties in Clause 10(2) hereof or from any other cause whatsoever in connection with the Goods, unless the Merchant proves that the loss or damage or expenses incurred were caused by:

(4) The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses incurred or suffered by reason of any failure to so comply, or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof.

13. FREIGHT AND CHARGES

(1) Freight shall be deemed fully earned once received on behalf of the Carrier, whether the Goods are lost or not, and shall be paid and non-returnable in any event.

(2) The Merchant's attention is drawn to the stipulations concerning currency in which the Freight is to be paid, rate of exchange, devaluation and other contingencies relative to Freight and other charges.

(3) Freight has been calculated on the basis of particulars furnished by or on behalf of the Merchant. If the particulars furnished by or on behalf of the Merchant are incorrect, it is agreed that a sum equal to double the correct Freight less the Freight already paid shall be deemed payable to the Carrier. Provided that the Carrier's Tariff does not stipulate otherwise.

(4) All Freight shall be paid to the Carrier by the Merchant in cash without any set-off, counter-claim, deduction or stay of execution either at or prior to the time agreed for payment, and shall be delivered to the Carrier by the Merchant.

(5) The Merchant shall be liable to the Carrier for the payment of all Freight and/or expenses including but not limited to court costs, legal fee and expenses incurred in collecting monies due to the Carrier. Payment of the Freight to a freight forwarder, broker or other party shall not constitute payment to the Carrier and shall not be deemed payment to the Carrier and shall be made at the Merchant's sole risk.

(6) The Merchant shall be liable for expenses of fumigation, heat treatment and any other pesticide treatments.

14. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and for general average contribution, to whomsoever due. The Carrier shall also have a lien against the Merchant on the Goods and any documents relating thereto for all sums due from the Merchant to the Carrier under this contract. For recovering any sums due, the Carrier shall have the right to sell the Goods by public auction or private sale, without notice to the Merchant, in any event any lien shall extend to cover the cost of recovering any sums due. The lien shall survive the delivery of the Goods.

15. OPTIONAL STOWAGE AND DECK CARGO

(1) The Goods may be packed by the Carrier in Containers.

(2) The Containers may be carried on deck or under deck (pallets) whether by the Carrier or the Merchant, may be carried on deck or under deck without notice to the Merchant. All such Goods whether carried on deck or under deck shall participate in general average and such Goods (other than live animals) shall be deemed to be subject to the definition of "Goods" in this Bill of Lading.

(3) Notwithstanding Clause 13(2), Goods which are stated herein to be carried on deck are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during the Carriage whether caused by seaworthiness or otherwise.

16. METHODS AND ROUTES OF CARRIAGE

(1) The Carrier may at any time and without notice to the Merchant:

(a) use any means of carriage whatsoever;

(b) transfer the Goods from one carrier to another, including transshipping or carrying them on a different vessel from that named overleaf;

(c) unpack and remove the Goods which have been packed into a Container and forward them in a Container or otherwise;

(d) vary the route of carriage (whether or not the nearest or most direct or customary or advertised route) and proceed to or stay at any place or port whatsoever, once or more often and in any order;

(e) load and unload the Goods at any place or port (whether or not such port is named overleaf as the Port of Loading or Port of Discharge) and store the Goods at any such place or port;

(f) comply with any orders or recommendations given by any government or authority, or any Person acting or purporting to act as or on behalf of such government or authority, or to comply with the terms of any insurance on any conveyance employed by the Carrier the right to give orders or directions;

(g) permit the Vessel to proceed with or without pilots, to tow or be towed, or to be dry-docked, loaded or not;

(h) employ any practice or procedure of any port or place, whether legal, factual or commercial, whether prevailing locally, nationally, or internationally, and whether the Merchant personally knows of the custom or practice with regard to receiving,

loading, stowing, keeping, carrying, discharging, and/or delivering Goods and, in particular, the Carrier shall be entitled to give delivery of the Goods without surrender of an original Bill of Lading in those jurisdictions where such practice is recognized whether by custom or law. Compliance with such custom or practice shall be deemed to be proper performance of the contract of carriage hereunder.

(2) The liberties set forth in Clause 16(3) may be invoked by the Carrier for any purpose whatsoever, whether or not connected with the Carriage including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or loading any persons and assisting vessels in all situations. Anything done in accordance with this clause shall be deemed to be done in compliance with this clause in the Carriage and shall not be a deviation.

17. CARRIAGE AFFECTED BY CONDITION OF GOODS

If it appears at any time that due to their condition, the Goods cannot safely or properly be carried or further carried, either wholly or without incurring any additional expense or taking any measure(s) in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measure(s) and/or any other additional expense to carry or to continue the Carriage of the Goods or to store them at any place or port, under contract to be open at any place, whichever the Carrier, in his absolute discretion, considers most appropriate. Furthermore, the Carrier shall be entitled with or without notice to the Merchant to abandon the Carriage.

(2) The Carrier's liability shall cease upon such abandonment, storage or disposal. The Carrier's liability shall cease upon such abandonment, storage, sale or disposal. The Merchant shall indemnify the Carrier against any additional expense so incurred.

18. NOTIFICATION AND PERFORMANCE

If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind and however arising (even though the circumstances giving rise to such hindrance, risk, delay, difficulty or disadvantage exist before the time when the contract was entered into and the Goods received by the Carriage), the Carrier (whether or not the Carriage is commenced) may, without prior notice to the Merchant and at the sole discretion of the Carrier, either:

(a) Carry the Goods to the named Place of Delivery by an alternative route to that indicated in this Bill of Lading; or

(b) Suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension (if the Carrier elects to invoke the terms of this Clause 18(b) then he shall be entitled to suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension (if the Carrier elects to invoke the terms of this Clause 18(b) then he shall be entitled to suspend the Carriage of the Goods and store them ashore or afloat upon the terms of this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension (if the Carrier elects to invoke the terms of this Clause 18(b) then he shall be entitled to suspend the 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