

GREEK LINE

General Steam Navigation Co., Ltd. of Greece

8 - 10 BRIDGE STREET, NEW YORK

BILL OF LADING

PAGE 1

Received by **GENERAL STEAM NAVIGATION CO., Ltd. of GREECE**, hereinafter called the Carrier, from the Shipper named on the back

hereof, the Goods or packages said to contain Goods mentioned on the back hereof (hereinafter called the Goods) in apparent good order and condition unless otherwise indicated in this Bill of Lading (description, weight, measurement, contents, nature, quality or value being those declared by the Shipper and unknown to the Carrier and Carrier being not accountable for the same), to be transported subject to all the terms of this Bill of Lading, with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge or so near thereto as the ship can always safely get and leave, always afloat at all stages and conditions of water and weather, and there to be delivered or transhipped on payment of the freight and charges thereon. If the Goods in whole or in part are shut out from the ship named herein for any reason, the Carrier shall have liberty to forward them under the terms of this Bill of Lading on the next available ship of this line, or, at Carrier's option, of any other line.

It is agreed that the custody and carriage of the Goods are subject to the following terms which shall govern the relations, whatsoever they may be, between the Shipper, Consignee, and the Carrier, Master and ship in every contingency, whosoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the ship at the time of loading or inception of the voyage or subsequently, and none of the terms of this Bill of Lading shall be deemed to have been waived by the Carrier unless by express waiver in writing signed by a duly authorized agent of the Carrier:

1. This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this Bill of Lading be repugnant to said Act to any extent, such term shall be void to that extent but no further.

2. In this Bill of Lading, the word "ship" shall include any substituted vessel, and any craft, lighter or other means of conveyance owned, chartered or operated by the Carrier; the word "Carrier" shall include the ship, her owner, operator, demise charterer, time charterer, master and any substituted Carrier, whether the owner, operator, charterer or master shall be acting as Carrier or bailee; the word "Shipper" shall include the person named as such in this Bill of Lading and the person for whose account the Goods are shipped; the word "Consignee" shall include the holder of the Bill of Lading, properly endorsed, and the receiver and the owner of the Goods; the word "charges" shall include freight and all expenses and money obligations incurred and payable by the Goods, Shipper, Consignee, or any of them.

3. The Carrier's responsibility in respect of the Goods as a Carrier shall not attach until the Goods are actually loaded for transportation upon the Vessel, and shall terminate, without notice, as soon as the Goods leave the Vessel's tackle at destination or other place where the Carrier is authorized to make delivery or end its responsibility. Any responsibility of the Carrier in respect of the Goods attaching prior to such loading or continuing after leaving the Vessel's tackle as aforesaid, whether the Goods are in course of lighterage by the Carrier or however else the same may be situated, shall be the same only as that of a warehouseman, without liability on the part of the Carrier, except for want of ordinary care; and all exemptions, exceptions, and limitations of the liability of the Carrier contained in this contract shall be deemed to apply also to such warehouseman's liability as well as to liability as a Carrier. The Carrier may place the Goods in store for owner's account while awaiting loading, transshipment, forwarding or delivery and shall thereupon be discharged of all responsibility for loss of or damage to the Goods while so stored.

4. The scope of voyage herein contracted for shall include usual or customary or advertised ports of call whether named in this contract or not, also ports in or out of the advertised, geographical, usual or ordinary route or order, even though in proceeding thereto the ship may sail beyond the port of discharge or in a direction contrary thereto, or depart from the direct or customary route. The ship may call at any port for the purposes of the current voyage or of a prior or subsequent voyage. The ship may omit calling at any port or ports whether scheduled or not, and may call at the same port more than once; may, either with or without the Goods on board, and before or after proceeding toward the port of discharge, adjust compasses, dry dock, go on ways or to repair yards, shift berths, take fuel or stores, remain in port, sail without pilots, tow and be towed, and save or attempt to save life or property, and all of the foregoing are included in the contract voyage.

5. In any situation whatsoever or wheresoever occurring and whether existing or anticipated before commencement of or during the voyage, which in the judgment of the Carrier or Master is likely to give rise to capture, seizure, detention, damage, delay or disadvantage to or loss of the ship or any part of her cargo, or to make it unsafe, imprudent, or unlawful, for any reason to proceed on or continue the voyage or to enter or discharge the Goods at the port of discharge, or to give rise to delay or difficulty in arriving, discharging at or leaving the port of discharge or the usual place of discharge in such port the Master, whether or not proceeding toward or entering or attempting to enter the port of discharge or reaching or attempting to reach the usual place of discharge therein or attempting to discharge the Goods there, may, without giving any prior notice, discharge the Goods into depot, lazaretto, craft, or other place and the Goods shall be liable for any extra expense thereby incurred; or the Master may proceed or return, directly or indirectly, or stop at such other port or place whatsoever as he or the Carrier may consider safe or advisable under the circumstances, and discharge the Goods or any part thereof there without giving any prior notice, and when landed as hereinabove provided, the Goods shall be at their own risk and expense, the delivery thereof by the Carrier shall be considered complete and the Carrier shall be freed from any further responsibility in respect thereof except to mail notice of the disposition of the Goods directed to the Shipper or Consignee named in this Bill of Lading at such address as may be stated herein; or the Master may detain the cargo on board until the return trip or until such time as he or the Carrier thinks advisable; or the Master may forward the Goods by any means by water or by land, or by both such means, at the risk and expense of the Goods. For any services rendered to the Goods as hereinabove provided, the Carrier shall be entitled to a reasonable extra compensation.

6. The Carrier, Master and ship shall have liberty to comply with any orders or directions as to loading, departure, arrival, routes, ports of call, stoppages, discharge, destination, delivery or otherwise howsoever given by the government of any nation or department thereof or any person acting or purporting to act with authority of such government or of any department thereof, or by any committee or person having, under the terms of the war risk insurance on the ship, the right to give such orders or directions. Delivery or other disposition of the Goods in accordance with such orders or directions shall be a fulfillment of the contract voyage. The ship may carry contraband, explosives, munitions, warlike stores, hazardous cargo, and may sail armed or unarmed and with or without convoy.

7. Unless otherwise stated herein, the description of the Goods and the particulars of the packages mentioned herein are those furnished in writing by the Shipper and the Carrier shall not be concluded as to the correctness of leading marks, number, quantity, weight, gauge, measurement, contents, nature, quality or value. Single pieces or packages exceeding 4480 lbs. in weight shall be liable to pay extra charges in accordance with tariff rates in effect at time of shipment for loading, handling, transshipping or discharging and the weight of each such piece or package shall be declared in writing by the Shipper on shipment and clearly and durably marked on the outside of the piece or package. The Shipper and the Goods shall also be liable for, and shall indemnify the Carrier in respect of any injury, loss or damage arising from Shipper's failure to declare and mark the weight of any such piece or package or from the incorrect weight of any such piece or package having been declared or marked thereon.

8. Goods may be stowed in poop, forecabin, deck house, shelter deck, passenger space, or any other covered-in space commonly used in the trade for the carriage of Goods, and when so stowed shall be deemed for all purposes to be stowed under deck. In respect of Goods carried on deck and stated herein to be so carried, all risks of loss or damage by perils inherent in such carriage shall be borne by the Consignee but in all other respects the custody and carriage of such Goods shall be governed by the terms of this Bill of Lading and the provisions stated in said Carriage of Goods by Sea Act notwithstanding Sec. 1 (C) thereof. Specially heated or specially cooled stowage is not to be furnished unless contracted for at an increased freight rate.

9. The Carrier shall not be liable for platinum, gold, silver, bullion, money, specie, jewelry, precious stones, precious metals, securities, documents, pictures, embroideries, time pieces, laces, silks, furs, china, porcelain, works of art and other highly valuable merchandise unless written notice of the true character and value thereof is given on shipment and same is entered in this Bill of Lading.

10. Live animals, birds and fish are received and carried at Shipper's risk of accident or mortality, and the Carrier shall not be liable for any loss or damage thereto arising or resulting from any matters mentioned in Section 4, Sub-section 2, a to p inclusive of said Carriage of Goods by Sea Act or from any other cause whatsoever not due to the fault of the Carrier, any warranty of seaworthiness in the premises being hereby waived by the Shipper. Except as provided above such shipments shall be deemed Goods, and shall be subject to all terms and provisions in this Bill of Lading relating to Goods.

11. All unboxed, uncrated or otherwise unprotected merchandise, machines, machinery, motor vehicles, farming machinery, and Goods of every kind whatsoever are carried at Shipper's and/or Consignee's risk of loss or damage preventable by boxing, crating or packing. The Carrier shall not be liable for discoloration, stains, splits, shakes or breakage of woodenware, staves, lumber or logs.

12. If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the Owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her Owners in so far 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 or non-carrying ship or her Owners as part of their claim against the carrying ship or Carrier.

13. General average shall be adjusted at New York or elsewhere at Carrier's option by average adjusters selected by the Carrier and shall be payable, in lawful money of the United States, according to York-Antwerp Rules 1924, F, and 1 to 15 and 17 to 22 both inclusive, and as to matters not therein provided for, according to the laws and usages of the Port where such adjustment is made.

Average bond must be furnished with such security as may be required by the Master or vessel's agent 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, the Carrier is not responsible, by statute, contract, or otherwise, the Goods, Shippers, Consignees, or Owners of the Goods shall contribute with the 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 the Goods. If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if such salving ship or ships belonged to strangers. Such deposit as the Carrier or his agents may deem sufficient to cover the estimated contribution of the Goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or Owners of the Goods to the Carrier before delivery.

14. Whenever the Carrier or Master may deem it advisable or in any case where the Goods are consigned to a point where the ship does not expect to discharge, the Carrier or Master may, without notice, forward the whole or any part of the Goods before or after loading at the original port of shipment, or any other place or places even though outside the scope of the voyage or the route to or beyond the port of discharge or the destination of the goods, by any vessel, or vessels or other means of transportation by water or by land or by both such means, whether operated by the Carrier or by others and whether departing or arriving or scheduled to depart or arrive before or after the ship expected to be used for the transportation of the Goods. This Carrier, in making arrangements for any transshipping or forwarding vessel or means of transportation not operated by this Carrier shall be considered solely the forwarding agent of the Shipper and without any other responsibility whatsoever.

The carriage by any transshipping or forwarding carrier and all transshipment or forwarding shall be subject to all the terms whatsoever in the regular form of bill of lading, freight note, contract or other shipping document used at the time by such carrier, whether issued for the Goods or not, and even though such terms may be less favorable to the Shipper or Consignee than the terms of this Bill of Lading and may contain more stringent requirements as to notice of claim or commencement of suit, and may exempt the on-carrier from liability for negligence. The Shipper expressly authorizes the Carrier to arrange with any such transshipping or forwarding Carrier that the lowest valuation of the goods or limitation of liability contained in the bill of lading or shipping document of such carrier shall apply even though lower than the valuation or limitation herein. Pending or during transshipment the Goods may be stored ashore or afloat at their risk and expense and the Carrier shall not be liable for detention.

15. The port authorities are hereby authorized to grant a general order for discharging immediately upon arrival of the ship and the Carrier without giving notice either of arrival or discharge, may discharge the Goods directly they come to hand, at or onto any wharf, craft or place that the Carrier may select, and continuously Sundays and holidays included, at all such hours by day or by night as the Carrier may determine no matter what the state of the weather or custom of the port may be. No claim shall, under any circumstances whatever, attach to the Carrier for failure to notify Consignee or others concerned of the arrival of the Goods. The Carrier shall not be liable in any respect whatsoever if heat or refrigeration or special cooling facilities shall not be furnished during loading or discharge or any part of the time that the Goods are upon the wharf, craft, or other loading or discharging place. All lighterage and use of craft in discharging shall be at the risk and expense of the Goods. Landing and delivery charges and pier dues shall be at the expense of the Goods unless included in the freight herein provided for. If the Goods are not taken away by the Consignee by the expiration of the next working day after the Goods are at his disposal, the Goods may, at Carrier's option and subject to Carrier's lien, be sent to store or warehouse, or be permitted to lie where landed, but always at the expense and risk of the Goods. The responsibility of the Carrier in any capacity whatsoever shall cease and the Goods shall be considered to be delivered and at their own risk and expense in every respect when taken into the custody of customs or other authorities. The Carrier shall not be required to give any notification of disposition of the Goods.

16. The Carrier shall not be liable for failure to deliver in accordance with leading marks unless such marks shall have been clearly and durably stamped or marked by the Shipper before shipment upon the Goods or packages, in letters and numbers not less than two inches high, together with name of the port of discharge. Goods that cannot be identified as to marks or numbers, cargo sweepings, liquid residue and any unclaimed Goods not otherwise accounted for shall be allocated for completing delivery to the various Consignees of Goods of like character in proportion to any apparent shortage, loss of weight or damage.

When grain is stowed without separation from other grain shipped either by the same Shipper or by other shippers, any loss or damage to the combined shipments shall be divided in proportion among the several shipments.

17. The Goods shall be liable for all expenses of mending, cooerage, bailing or reconditioning of the Goods or packages and gathering of loose cargo or contents of packages; also for any payment, expense, fine, dues, duty, tax, impost, loss, damage or detention sustained or incurred by or levied upon the Carrier or the ship 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, Board of Health or other certificates to accompany the Goods or to comply with laws or regulations of any kind imposed with respect to the Goods by the authorities at any port or place or any act or omission of the Shipper or Consignee.

18. Freight shall be payable on actual gross intake weight or measurement or, at Carrier's option, on actual gross discharged weight or measurement. Freight may be calculated on the basis of the particulars of the Goods furnished by the Shipper herein but the Carrier may at any time open the packages and examine, weigh, measure and value the Goods. In case Shipper's particulars are found to be erroneous and additional freight is payable, the Goods shall be liable for any expense incurred for examining, weighing, measuring and valuing the Goods. Full freight shall be paid on damaged or unsound Goods. Full freight hereunder to port of discharge named herein shall be considered completely earned on receipt of the Goods by the Carrier, whether the freight be stated or intended to be prepaid or to be collected at destination. If the Carrier obtains war risk insurance on the ship, the cost thereof shall be borne by the cargo and shall be a charge upon the Goods in the proportion that the value of the Goods bears to the value of all the cargo loaded on the vessel as determined by the Carrier upon the basis of cargo values stated in shipper's export declarations. The Carrier shall be entitled to all freight and charges due hereunder, whether actually paid or not, and to receive and retain them under all circumstances whatsoever ship and/or cargo lost or not lost. If there shall be a forced interruption or abandonment of the voyage at the port of shipment or elsewhere any forwarding of the Goods or any part thereof shall be at the risk and expense of the Goods. All unpaid charges shall be paid in full and without any offset, counterclaim or deduction in the currency of the country of the port of shipment, or, at Carrier's option, in the currency of the port of discharge at the demand rate of New York exchange as quoted on the day of the ship's entry at the Custom House of her port of discharge. The Carrier shall have a lien on the Goods, which shall survive delivery, for all charges due hereunder and may enforce this lien by public or private sale and without notice. The Shipper and Consignee shall be jointly and severally liable to the Carrier for the payment of all charges and for the performance of the obligation of each of them hereunder.

19. Neither the Carrier nor any corporation owned by, subsidiary to or associated or affiliated with the Carrier shall 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 ship, by reason or by means of any fire whatsoever, unless such fire shall be caused by its design or neglect.

20. In case of any loss or damage to or in connection with Goods exceeding in actual value \$500. lawful money of the United States, per package, or, in case of Goods not shipped in packages, per customary freight unit, the value of the Goods shall be deemed to be \$500. per package or per unit, on which basis the freight is adjusted and the Carrier's liability, if any, shall be determined on the basis of value of \$500. per package or per customary freight unit, or pro rata in case of partial loss or damage, unless the nature of the Goods and a valuation higher than \$500. shall have been declared in writing by the Shipper upon delivery to the Carrier and inserted in this Bill of Lading and extra freight paid if required and in such case if the actual value of the Goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed to be the declared value and the Carrier's liability, if any, shall not exceed the declared value and any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

21. 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,

Attention of shippers is called to the provisions of 18 U.S.C.A. Sec. 385 (Criminal Code Sec. 235 as amended), imposing upon shippers a penalty of \$2,000 or imprisonment for 18 months, or both, for delivering to a carrier packages containing explosives or other dangerous articles without having the contents plainly marked on the outside thereof, or without informing the agent of the carrier in writing of the true character thereof; and also, to the provisions of 46 U.S.C.A. Sec. 175, which provides that any person shipping oil of vitriol, inflammable matches or gun powder in a vessel which is a common carrier, without delivering a note in writing expressing the nature and character of the merchandise to the person in charge of loading the vessel, shall be liable to the United States in the penalty of \$1,000.

Attention of shippers, consignors, consignees, forwarders, brokers and other persons is called to the provisions of Sec. 16 of the Shipping Act, 1916, as amended by the Act approved June 16, 1936, in relation to penalty of not more than \$5,000 in relation to false billing, false classification, false weighing, false report of weight, or any other unjust or unfair device or means to obtain or attempt to obtain transportation by water of property at less than the rates or charges which would otherwise be applicable.

(CONTINUED OVER PAGE)

GREEK LINE

GENERAL STEAM NAVIGATION CO., Ltd. of GREECE

8 - 10 BRIDGE STREET, NEW YORK

BILL OF LADING No. 184

PAGE 2

(CONTINUED FROM OVERPAGE)

such removal shall be prima facie evidence of the delivery by the 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 of the delivery.

In any event the Carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after the delivery of the Goods or the date when the Goods should have been delivered.

22. All agreements or freight engagements for the shipment of the Goods are superseded by this Bill of Lading, and all its terms, whether written, typed, stamped, or printed, are accepted and agreed by the Shipper and Consignee to be binding as fully as if signed by the Shipper, Owner, Holder, or Consignee, any local customs or privileges to the contrary notwithstanding. Nothing in this Bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from,

or limitation of, liability. If required by the Carrier, one signed Bill of Lading duly endorsed must be surrendered to the agent of the ship at the port of discharge in exchange for delivery order.

23. STOWAGE.—Goods shall not be required to be stowed according to provisions of the French Stowage of Goods Act of December 1st, 1893, but, according to rules and customs of the port of loading of the Goods.

24. The ship, port of loading, Shipper, Consignee, addressee of arrival notice, port of discharge and destination of the Goods mentioned in the clauses and conditions over page are as follows:

25. PIRAEUS CLAUSE—Any quay dues and/or cranes or other similar charges levied at Piraeus, Greece, by the Free Zone officials of the Piraeus Port Commission to be for the account of and paid by the Consignees.

Ship S.S. PETROS J GOULANDRIS Port of Loading: NEW YORK, N. Y.

Shipper: STELIOS KYRIAKIDES

Consignee: Order of STELIOS KYRIAKIDES ATHENS GREECE

Arrival Notice to Be Addressed to _____

Port of Discharge from Ship PIRAEUS Destination of Goods (If goods to be transhipped at port of discharge): _____

26. SCOPE OF THE VOYAGE: The Carrier's general trade is as follows: (1) In the outward voyage—between East Coast ports of North America, via islands of the Atlantic, Portugal, to ports on the Mediterranean and on seas and waters adjacent thereto or connecting therewith; (2) In the inward voyage—between ports on the Mediterranean and on seas and waters adjacent thereto or connecting therewith, via Atlantic ports of Portugal, islands of the Atlantic, to East Coast ports of North America. The scope of the voyage is further described in Clause 4 hereof printed over page.

PARTICULARS FURNISHED BY SHIPPER OF GOODS

Leading Marks and Numbers	Quantity or Number of Pieces or Packages	Description of Goods	Gross Weight		Measurement
			Pounds	Kilos	
<u>ADDRESSED</u>	<u>TWO (2) TRUNKS) ONE (1) CASE) ONE (1) VALISE)</u>	<u>PERSONAL EFFECTS</u>	<u>650</u>		

If the ship is not owned by or chartered by demise to Company or Line by whom this Bill of Lading is issued (as may be the case notwithstanding anything that appears to the contrary) this Bill of Lading shall take effect only as a contract with the Owner or demise charterer as the case may be as principal made through the Agency of the said Company or Line who act as Agents only and shall be under no personal liability whatsoever in respect thereof.

IN WITNESS WHEREOF, the Master or Agent of the said vessel has signed **THREE** Bills of Lading, all of this tenor and date, one of which being accomplished, the others to be void.

Dated, in New York this 15TH day of MAY, 1946

_____ ft. @ _____ per cu. ft. \$ _____
_____ ft. @ _____ per 40 cu. ft. _____
_____ @ _____ per 2,240 lbs. _____
_____ @ _____
_____ lbs. @ _____ per 100 lbs. _____

FREIGHT FREE

Charges _____

Lawful Money of The United States of America \$ _____

By authority of the Master

GENERAL STEAM NAVIGATION CO., Ltd. of GREECE

By _____

Freight Payable at New York