

This Bill of Lading is subject to all the clauses printed or written on the back hereof.

Outwards



SVENSKA ORIENT LINIEN

(AXEL BROSTROM & SON)
GOTHENBURG — SWEDEN
Tel.-Addr. "ESOEL"

B/L No. 10

Shipped in apparent good order and condition by MESSRS. THEODORIDIS & CO. AB., Stockholm

on board the m/s "ERLAND", whereof A Lindahl is Master for the present voyage, from GOTHENBURG for PIRAEUS

T.Co.AB.
PIRAEUS
1-15

15 cly

pers.effects

921 kos 3,636 cbm

ASEA SJK
ATHENS
101811
101812

2 cases

el. material

CHARGES: Notwithstanding what is stipulated in this Bill of Lading re landing or delivery charges, such charges to be paid at the rates prevailing in the respective ports of the time of delivery of the cargo.

Marks as declared by shippers.

FREIGHT:

ORIGINAL

(Note: No erasures or alterations allowed in the B/L.)

being marked and numbered as above and to be delivered subject to the exceptions and conditions mentioned in this Bill of Lading from the ship's tackles, where the ship's liability shall in all cases cease, at the aforesaid port of... PIRAEUS... or so near thereunto as she may safely get, unto Mr. S.C. Souyoudjoglou, Akademias 25, Athens...

or to his or their assigns, he or they paying freight, primage and charges, if any, for the said Goods in Cash without deduction, as per note on the margin, and average as accustomed. Freight, payable in advance, to be paid on the day of shipment and in exchange for the Bill of Lading, in cash without deduction, and to be considered as earned, ship and/or cargo lost or not lost. The exceptions and conditions referred to above are stated on the back of this Bill of Lading.

In Witness Whereof the Owners, Master or Agent of the said ship has affirmed to two Bills of Lading, all of this tenor and date, one of which being accomplished the others to stand void.

Dated at Gotenburg, Oct. 15th, 1946.

FOR THE CAPTAIN

for SVENSKA ORIENT LINIEN

Total

GOTEBORG

Payable at

"WAR CLAUSE."

Shipper, recognizing war conditions and possible increased dangers before commencement or full performance of venture, agrees Carrier may, at any stage of the venture, postpone, suspend or cancel affreightment hereunder whenever same may, in the opinion of the Master or Owner, be rendered unsafe, unlawful, or inadvisable by conditions of war or hostilities, or by acts or restrictions of any governmental authority, even if goods have been received and/or loaded and/or bill of lading issued: in the event of cancellation, notice shall be sent to consignor or consignee, and Carrier shall be under no further obligations other than to discharge cargo at port of shipment or any other port, whether or not scheduled. Such discharge shall be deemed a complete delivery under the contract and such amount of the freight to be deemed earned as covering the owners reasonable expenses and profit under this bill of lading until discharge is effected. All cargo risks resulting from war risks, and all expenses are for sole account of the cargo. Carrier shall have a lien for all freight, charges and expenses.

"PARAMOUNT CLAUSE."

All the terms, provisions and conditions of the Rules contained in the International Convention for the Unification of Certain Rules relating to Bills of Lading, dated Brussels the 25th August, 1924 shall apply to the contract in this Bill of Lading, but if in the country of shipment or delivery of the cargo any special law has been enacted in order to incorporate the rules of the said Convention, then all the terms, provisions and conditions of the said Convention, with and subject to such modifications and additions, if any, as are imposed by such special law shall apply.

The Carrier is to be entitled to the benefit of all such privileges, rights and immunities as are contained in the said Convention or in any such modification or addition as if the same were herein specifically set out, and if anything herein contained be inconsistent with the said Convention or with any such modification or addition it shall to the extent of such inconsistency and no further be null and void.

Consignees of the within goods are under obligation to furnish shipowners promptly on demand with a guarantee approved by the shipowners that the goods or their products are for consumption exclusively in the home country of the consignees named in this Bill of Lading and will not be reexported. Failure to provide such guarantee gives shipowners right to withhold delivery of the goods or discharge them at any place whereupon each and every liability of shipowners shall cease.

The costs in connection therewith and the costs of storing the goods to be borne by the shippers and/or consignees. Shipowners shall under no circumstances be responsible for complying with any direction or recommendation of the belligerents and be entitled to forward same as may be ordered by any government or any one acting or purporting to act by authority of any government at the risk and expense of the Cargo Owners.

Shipowners shall have a lien on all the goods for all charges and expenses incurred in exercising their rights under this clause and are entitled to sell by public auction or otherwise as much of the goods as is necessary to cover such charges and expenses and costs.

CONDITIONS OF SHIPMENT MUTUALLY AGREED

1. Weight, measure, quality, contents, and value, although mentioned in this Bill of Lading, to be considered as unknown to the Master unless expressly recognized and agreed to the contrary. Simple signature not to be considered as such agreement.

2. Goods carried on deck are carried at Merchants' risk.

3. General Average, if any, to be adjusted in Gothenburg or at any other port or place in Owners' option, and to be paid according to York Antwerp Rules 1924. For this purpose the cargo-owners are bound to declare, if required, the value of the goods, and such deposit as the Carrier or his Agent, without prejudice, may deem sufficient to cover the estimated contribution of the goods, and any special charges thereon shall, if required, be paid to the Carrier or his Agent prior to delivery, and will be placed on trust-account in bank in joint names of the Carrier and of a trustee for the cargo-owners, and remain in the currency in which it has been deposited with the bank, in which also the refund, if any, will be computed.

4. The Owners are not responsible for any damage, loss, delay or other consequences of whatever nature arising from: the Act of God, perils of the seas or rivers, fire on board, in bulk or on craft or on shore, enemies, belligerents, pirates, robbers, barratry, pilferage or theft by sea or on land (unless it is proved that such pilferage or theft has been committed by the ship's crew on board), arrest or restraints of princes, rulers or people, capture seizure, embargo, combination of workmen or others, whether ashore or afloat, strikes, lockouts, boycott, or civil commotion, desertion of mariners, workmen or labourers, collision, stranding, wreck, and all other dangers and accidents of the land and water and/or navigation of whatsoever nature and kind, even though these may be attributable to some wrongful act, default, neglect or error in judgement of the Owners, pilot, Masters, officers, mariners, engineers, crew, stevedores or others directly or indirectly in the employment or service of the Owners; nor from repairs, drydocking, jettison, explosion, bursting of boilers, pipes or valves, breakage of shafts, steering gear, or from accidents to or any latent defect in Hull, Tackle, Machinery, Boilers or appurtenances; nor from water in ship or shed, in craft or on shore; nor from decay, putrefaction, rats, vermin, rust, sweat, chemical action, change of character, shrinkage, leakage, breakage, chafage, smell, rain, snow, frost, flood, effects of climate, heat of holds, dust (coal or other dust), fuel, steam, breakdown of loading or discharging gear, and not responsible for damages or losses, delay or other consequences, from wear and tear of packages through handling, insufficiency of packing or in strength of packages, risk of craft or hulk, of transhipment, docking and storage afloat or ashore, country-damage or any damage arising from the nature of the goods shipped or such defective or insufficient packing as could not be noticed externally, or from contact with or evaporation from other goods or otherwise; nor for loss in weight — bags or packing torn or not torn —, nor for errors caused or other consequences arising through inaccuracy or obliteration or absence of marks or numbers, addresses or description of goods shipped.

5. Ship to be at liberty to call at any ports in or out of the customary or advertised route, in any rotation, whether geographical or not, to receive fuel, cargo or passengers, and for any other purpose whatsoever, to sail without pilots, to tow and assist vessels in distress and to deviate for the purpose of saving life or property. The Owners to be at liberty to carry the said goods to their port of destination by the above and/or other ship or ships either belonging to the Owners or to other persons, proceeding either directly or indirectly to such port, and to carry the goods or part thereof beyond their port of destination, and to tranship, land or store the goods or part thereof either on shore or afloat and reship and forward the same at the Owners' expense but at Merchants' risk, and further to put into drydock with the goods onboard, Shipowners being under no obligation to advise Cargo-Owners of such deviation, transhipment, drydocking, etcetera; also to be at liberty to convey goods in lighters to and from the ship at Merchants' risk.

Goods discharged in error are sent to destination with least possible delay and at ship's expense (unless the responsibility for the erroneous or incorrect delivery falls on the shipper or consignee on account of insufficient marking, incorrect description or otherwise), and the Carrier may at its option deliver above goods at destination either direct or via port or ports and may also at its option, after reaching the port of destination, proceed with same to any of the other ports named, and return said goods to destination by this or by other ships

or lighters. Shipowner is not responsible for any loss of time incurred thereby.

6. All goods to be distinctly, correctly and permanently marked by the Merchants before shipment with the Mark and Number, or Address, and also with the name of the port of delivery and/or destination, which last must be in letters not less than two inches long, and at all times clearly visible and the Owners will not be responsible for detention or incorrect delivery unless each package is distinctly marked as above.

All packages containing liquids to be distinctly marked "LIQUIDS", otherwise Merchants to be responsible for wrong stowage and its consequences.

7. The ship will not be responsible to any extent or under any circumstances whatsoever for Gold, Silver, Bullion, Specie, Jewellery, Documents, Watches, Clocks, Precious Stones, Precious Metals, Bank Notes, or Securities for Money, Paintings, Sculpture or other works of art, nor in the case of other goods beyond the value of £ 50.— for any one package, or pro rata in event of partial loss or damage, unless Bills of Lading be signed with the value therein expressed, and extra freight agreed upon and paid, and a written declaration of the contents and value of the goods be delivered to the Owners with the Bills of Lading, and untrue declaration shall release the Owners from all responsibility.

The Shipowners are entitled in cases of incorrect declaration of the contents, weights, measurements or values of the goods, to claim double the amount of such freights as would have been charged if such details had been correctly given, and a certificate signed by the Carriers or their Agents shall be conclusive evidence of the amount that would have been so charged. Consignees to pay all expenses for reweighing or remeasuring the goods entered in this Bill of Lading, if any excess of weight or measurement should be found.

8. Shippers and consignees are accountable for any injury, loss or damage to ship, cargo or any persons, caused by acids, chemicals, inflammable or explosive goods, or goods otherwise of a dangerous and damaging nature, or any goods contraband or prohibited by the law at the port of shipment, discharge or call, shipped without being previously declared of their nature and arranged for, whether such shippers shall have been aware of it or not and whether such shippers be principal or agent, as by so doing such goods are liable upon discovery to be thrown overboard or destroyed by the Master or Owner of the ship at any time without being liable for compensation, and their loss as well as any loss or damage to the ship or cargo, or to any person or interest whatsoever, will fall upon the Merchants and/or Owners of such fluids or goods, and also render themselves liable to penalties imposed by Statute.

9. The Shippers and the Receivers are obliged to fulfill all regulations relative to the cargo of all port, customs, and other authorities.

All fines or damages, which the Owners, ship or cargo may incur or suffer by reason of incorrect or insufficient marking of packages or by incomplete or incorrect description of their weight, contents or measurement or on account of the absence or incorrectness of any particulars required by the authorities at the ports of loading, discharging or port of delivery, either upon the packages or the Bills of Lading, or on account of the failure to provide any documents or meet any other requirements of such authorities, shall be paid by the shippers or consignees of the goods, even if correctly described but not considered so by the authorities at the respective places.

If the cargo may not be imported, the Carrier, in so far as he cannot dispose of the cargo (by destruction or otherwise) is free to ship or have the cargo shipped at the expense of and at the risk of the Cargo Owner to a port at the option of the Carrier.

10. TRANSHIPMENT CLAUSE. — If this Bill of Lading be issued for a port or ports where the vessel will not call, the goods will be transhipped to any vessel or vessels at such other port or ports as the Carriers may select, and this transhipment will be undertaken at the Company's expense but at consignees' risk from the time the goods are lifted from and leave the ship's deck where the Company's responsibility shall cease. Goods to be forwarded as soon as practicable, but the Company does not guarantee that vessels shall have room at port of transhipment and accepts no responsibility for detention, caused through cancelling or scarcity of sailings at port of transhipment, or otherwise, any expenses for storing or warehousing to be borne by the consignees. Further, it is specially agreed that the ship, her Owners or Agents, are not liable for risks of lighterage or

from vessel or warehouse, nor of transhipment or storage of any kind, notwithstanding that the cost of same may be paid by the Ship, nor for damage to goods under Through Bill of Lading, where the damage is done whilst the goods are not in the possession of the Shipowners. Also that in accepting transhipment cargo, the Owners shall have no responsibility for nor be answerable in respect of the goods after they have been discharged from their vessel at the port of transhipment and any claim for which Carriers may be liable, must be made against the Owners of the vessel in whose custody the goods may be at the time the loss or damage occurs; a clean receipt given by the on-carrying vessel or Agents, shall exonerate the first Carrier from all claims. The Owners of the goods shall be bound by the terms and conditions of the Bill of Lading or Shipping Note of the on-carrying vessel.

In the transhipment of these goods any increase in on-carrying freight or other charges whatsoever to become charges on goods, and vessel to have lien on said goods for such charges. Ship shall not be responsible for any loss, damage, or detention caused by hostilities, suspension or delay of the services of the on-carrying ships, railways, or conveyances, or any consequences whatsoever, and all expenses thereby incurred shall be borne by the consignees of the goods, the vessel having a lien on the goods for the same.

11. Goods once shipped cannot be taken away by the Shippers except upon payment of full freight and compensation for any damages sustained by the Owners through such taking away.

12. In the event of quarantine being imposed at any port, or if the vessel is running the risk of being detained by regulations imposed by port or other authorities, or should there exist a congestion or be a shortage of labourers, trucks or lighters, and the existence of anyone or more of such causes would be likely to detain the vessel or to interfere with the ship's due performance of any special service contract or with the intended or advertised sailing schedule of the ship, the Carrier may discharge the goods into any vessel, lighter, craft, depot or lazaretto as required for the ship's despatch or at a safe port of call in the Master's option, and such a discharge shall be considered a final discharge of the goods under this Bill of Lading.

Shipowners not to be responsible for detention, damage to or loss of cargo, if caused by quarantine or other regulations, disinfection, or by fumigation of ship's holds.

13. If on account of war, hostilities, political disturbances or blockade the passage to or entering of the port of discharge is prevented or endangered, or if the transport of the cargo is interfered with by belligerents, Governments or other authorities at any time of the voyage, the ship is entitled to proceed to a safe and convenient port in Master's option, and there discharge the cargo, the voyage to be considered as fulfilled and the Ship's and Owner's liability with regard to the cargo ceasing on delivery at such port. Ship and Owners not to be responsible for any consequence direct or indirect, resulting from a state of war.

When and so long as a state of war exists and/or so long as any control over the use or movements of the vessel is exercised by any Government or other Authorities, and/or the insulated or other space on the vessel is requisitioned or controlled, the Carrier and/or his Agents and/or the Master may (if in his or their uncontrolled discretion he or they think it advisable) at any time before or after the commencement of the voyage alter or vary or depart from the proposed or advertised or agreed or customary route, and/or delay or detain the vessel at or off any port or place and/or tranship the cargo at any port or ports, place or places without being liable for any loss or damage whatsoever directly or indirectly sustained by the Owner of the goods. The ship in addition to any liberties expressed or implied herein, shall have the liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, transhipment, discharge or destination, or otherwise howsoever given by any Government or any Department thereof, or any person acting or purporting to act with the authority of any Government or any Department thereof, or by any Committee or persons having, under the terms of the War Risks Insurance on the ship the right to give such orders or directions, and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation. The vessel is free to carry contraband, explosives, munitions or warlike stores, and may sail armed or unarmed.

The Carrier in addition to any liberties expressed or implied herein shall in the event of the imminence or existence of war, hostilities or warlike operations between

any nations; cessation or prohibition of intercourse, commercial or otherwise, between any nations; sanctions imposed or measures taken by any Government under the Covenant of the League of Nations; and measures taken by any Governments in consequence of or connected with any of the above matters, have the rights and liberties under the War Risks Clause incorporated in this Bill of Lading. Anything done or not done by reason of or in compliance with these Clauses is within the contract voyage, and the Owners of the goods and/or the Consignees thereof shall pay the full freight stipulated herein if not prepaid, and if prepaid the Shipowner shall be entitled to retain the same.

14. In case of blockade or interdict of or strike or lockout at the port of discharge, or if the entering of or discharging in the port shall be considered unsafe by the Master on account of disturbances or any other cause, the Master may land the goods intended for such port at a near safe and convenient port, at the expense and risk of the owners of the goods, and the ship's responsibility shall cease, when the goods are so discharged into proper and safe keeping, the Master giving immediate notice of the same to the consignees of the goods, so far as they can be ascertained.

15. Full freight is due on damaged goods and on goods diminished by leakage.

16. At all ports and places of delivery the goods to be landed at the consignees' risk and expense, delivery into lighters being deemed delivery to the consignees. In every case the liability of the Owners shall cease and the consignees shall bear all risk after the goods leave the deck of the Owners' vessel. Consignees or their assigns must be ready to take delivery of the goods as soon as the ship is ready to discharge them, and at whatever berth the captain or vessel's Agents may consider suitable, and to receive the goods continuously by day and night and during Sundays or Holidays, as it may be required by the ship, notwithstanding any custom of the port of discharge to the contrary, otherwise the Master or Agents shall be at liberty without giving previous notice to Consignees to land the goods on the wharf or quay or into warehouse, or discharge them into a store-ship, hulk, or lighters, at Merchants' risk and expense. Goods to be received in lots or parts of lots.

If extra men are put on to assort marks of bars, lumber, staves, boards, or other cargo of any description, the expenses thereof to be paid by the consignees. All expenses for repackage or repairs to packages incurred by the Agent at port of discharge shall be paid by the consignees.

All expenses for cranes, event, towage of same etc. in connection with the loading and/or discharging of pieces, parcels or packages weighing above 3 tons each to be for account of the Consignees.

17. When goods are shipped with several optional destinations, the port ultimately chosen for discharge shall be declared at least 48 hours before the ship's arrival at the first optional port mentioned in the Bill of Lading; failing this, the goods will be unloaded at the said first optional port. The option can be exerted only by the holder of the Bill of Lading and this only for the total quantity of goods under the Bill of Lading as a whole.

18. The ship shall have an absolute lien upon the goods for all freight until paid, dead-freight, demurrage and charges, including fines, damages and expenses, whether incurred before or after shipment, and general average claims, for which the goods are liable under this Bill of Lading. Freight and charges &c. are due on shipment in exchange for Bill of Lading and if not paid in due course, the same will be charged on the goods at advanced rates for payment abroad, and any telegrams or other incidental expenses incurred shall be included in the lien on the goods. If on a sale of the goods at destination for freight and/or charges the proceeds fail to cover such freight and/or charges, the Shippers shall be liable for the difference.

19. No goods will be delivered without previous production of the Bill of Lading, and unless receipts are given at the ship's gangway for all cargo delivered into craft, the Owners will not be responsible for any claim; nor will the Owners be liable for loss, short-delivery or damage, unless shown on such receipts. Claims for loss or damage to be made at port of discharge and at no other port, and the goods are shipped and this Bill of Lading granted subject to this express condition. All remarks on the Mate's receipt relating to the condition of the goods are hereby incorporated in this B/L.

No claim under this Bill of Lading will be admitted unless notified or application for survey made in writing and advertised by the ship's agents, within seven days after the landing of the goods, or in any case before the goods are removed from the quay or ship's side or placed

of discharge. Claims will not be recoverable unless complete accounts are sent in within fourteen (14) days of the final discharge of the vessel. When settling claims in respect of loss, damage or incomplete delivery, the value of the goods shall be the cost price of the goods plus freight paid in advance and expenses incurred (specified) but excluding duty, commission and interest.

20. The ship will not be accountable for damage to showcases, nor for leakage or breakage of glass, glass-ware, marble, china-ware or earthen-ware, slate, castings or other goods of a brittle and fragile nature or for unprotected pieces of any description, nor for barrels, casks or drums of iron or wood from whatsoever cause arising unless caused by bad stowage, such goods accepted at Shipper's risk only. The Carrier shall not be held liable for damage to metal stabs, bars, hoops, plates etc., nor for broken pieces of same, nor for discoloration, splits, shakes or breakage of wooden-ware, staves, lumber or logs, nor for broken bundles, or number of pieces in bundles and/or loss or damage to any article shipped loose or in bundles, nor for hook bolts.

21. Ship to be at liberty to carry the goods on deck.

22. Owners have the liberty of demanding payment of freight and charges at the full equivalent of the intended value at the time of booking cargo. For this purpose owners have the right of demanding payment of freight and charges, whether payable in advance or at destination, either as per Bill of Lading or at their option in any other currency at the rate of exchange of the day of booking the cargo or of the day of signature of contract should cargo have been shipped under such contract. Payment of freight at port of destination to be subject to a primage of 3%.

23. It is mutually agreed that all questions arising under this Bill of Lading are to be governed by the Law of Sweden and to be decided in Gothenburg, legal proceedings against ship or owners to be instituted only before a Swedish Court.

24. ICE-CLAUSE. Should, on arrival of the ship, port of loading be inaccessible on account of ice, or should ice prevent the ship from safely reaching the port of loading, charter to be null and void, or should, whilst loading, ice set in so as to endanger the safety of the ship, Captain to be at liberty to proceed with what he has got onboard and complete at any open port on the way for Owners' benefit.

If ice is feared or should ice prevent the ship from safely reaching the port of destination as per this Bill of Lading, the Captain has a right to discharge the cargo at a safe accessible port in Master's option. This port to be considered as final port of discharge and the Owners' responsibility is thereby ended, the Owners having a lien on such goods for freight and all expenses and charges incurred.

At NORTH AFRICAN ports, including Morocco, Algeria and Tunisia, droits de péage for cargo discharged to be paid by receivers and for cargo loaded to be paid by shippers.

ALEXANDRIA CLAUSE. At Alexandria the landing charges shall be paid at the following rates:

1) Landing charges from ship to quay Piaster 8.- per ton of 1000 kilos or 40 cft. at ship's option.

2) Landing by means of lighters Piaster 15.- per ton of 1000 kilos or 40 cft. at ship's option.

If the freight has not been collected on the measurement of the goods, landing charges are to be collected in accordance with the conversion table of the International Chamber of Shipping, which may be inspected by the parties interested.

THESSALONIKI CLAUSE. Consignee will pay to the Agents of the vessel on delivery of the goods a charge of: 2/- on general cargo, 0d. on iron, cereals, flour, cement and 3d. on cereals in bulk, per ton weight (minimum charge 1/-).

PIRAEUS CLAUSE. Any quay dues and/or cranes or other similar charges levied at Piraeus by the Free Zone Officials or the Piraeus Port Commission to be at the risk and expense of Consignees.

TURKEY CLAUSE. Notwithstanding any provision to the contrary all landing and/or loading operations to be effected at the risk, peril, and expense of the goods.

At Turkish ports a percentage of the freight fixed by the Chambre Maritime or by local custom to be payable by shippers to cover local taxes and expenses on the cargo.

BOURGAS & VARNA CLAUSE. The Consignees will pay the Agent of the ship on delivery of the goods at port of destination a charge of 1/6 gold on general cargo, 0d. gold on iron and bulk cargoes, such as coal, coke, salt etc. per ton weight (minimum charge 1/- gold).

In accepting this Bill of Lading the Owners of the goods and the Shippers or their Agent expressly accept and agree to all its stipulations and