

SHIPPER

PIERO DE GASPERIS AND CO.
AS AGENTS ONLY

CONTAINER BILL OF LADING B/L No.

ORIGINAL

ZIM  צימ

חברת השיט הישראלית ב"מ
ISRAEL NAVIGATION COMPANY LTD.

CONSIGNEE

ORDER

FORWARDING AGENT REFERENCES

NOTIFY:

PROF. SERGIO DE CAMARGO - SCULTORE
RUA ARATICUM 807 - LARGO ANIL
JACAREPAGUA - 20700 RIO DE JANEIRO
(BRASIL)

POINT, TERMINAL AND COUNTRY OF RECEIPT

DOMESTIC ROUTING/EXPORT INSTRUCTIONS (PRECARRIAGE BY)

VESSEL

ARIES

VOY. No.

5

SHIPPER'S CONTAINER(S)

CARRIER'S CONTAINERS

PORT OF LOADING

LA SPEZIA

PORT OF DISCHARGE

RIO DE JANEIRO

ONWARD INLAND ROUTING

FOR TRANSHIPMENT AT

FREIGHT PAYABLE AT:

PREPAID

NUMBER OF ORIGINAL BLS ISSUED

3 / THREE
MEASUREMENT CBM

MARKS AND NUMBERS

NUMBER AND KIND OF PACKAGES, DESCRIPTION OF GOODS

WEIGHT - KGS

CONTAINER
ITLU 603617/1

1X20' STC:

SEAL

769928

S.D.C.
RIO DE JANEIRO

16 CASES CNT. ABSTRACT SCULPTURES IN 12.000.=
WHITE AND BLACK MARBLE

ORIGINAL

"FREIGHT" PREPAID"

HOUSE TO HOUSE
Shipper's Load and Count

TOTAL

RATE PER		FREIGHT		REMARKS
W	M	COLLECT	PREPAID	
TOTAL				

Received for shipment by ocean vessel for carriage between the port of loading and the port of discharge and if so stated above for arrangement or procurement of precarriage from place of receipt and oncarriage to place of delivery of the goods as specified above in apparent good order and condition unless otherwise stated. The goods to be delivered at the above-mentioned port of discharge or place of delivery, whichever applicable, in like order and condition.

Weight, measurement, marks, numbers, quality, contents and value as declared by Shipper but unknown to the Carrier.

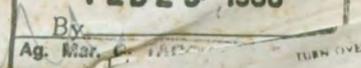
In accepting this Bill of Lading the Merchant expressly accepts and agrees to be bound by all the stipulations, exceptions, limitations, liberties and conditions stated herein, whether written, printed, stamped or otherwise incorporated on the front and/or reverse side hereof as fully as if they were all signed by the Merchant.

One of the originals of this Bill of Lading must be surrendered duly endorsed in Exchange for the goods or Delivery Order.

The expression "container" in this Bill of Lading shall be deemed to include trailer where applicable.

IN WITNESS whereof the Master or Agent of the said vessel has signed the number of original Bills of Lading stated above. All of the same date and date, one of which being accomplished the others to stand void.

Place and Date of Issue

GOODS ON BOARD
Signed for and on behalf of Master
FEB 23 1986
By
Ag. Mar. Co. 

TURN OVER

IN VIEW OF DANGER OF CONFISCATION WARRANTED VESSEL NOT TO CALL AT PORTS AND NOT TO ENTER THE TERRITORIAL WATERS OF YEMEN, SUDAN, LIBYA, OR OTHER ARAB COUNTRIES, PRIOR TO UNLOADING AT PORT OF DESTINATION UNLESS IN DISTRESS OR SUBJECT TO FORCE MAJEURE TRANSHIPMENT PERMITTED

Instituto de arte contemporânea

ENDORSEMENTS:

1. DEFINITIONS. In this Bill of Lading, "ZIM" means Zim Israel Navigation Company Ltd. "Merchant" means jointly and severally the shipper, the consignee, the holder of this Bill of Lading, the receiver and the owner of the goods...

2. CONTRACTING PARTIES. The contract evidenced by this Bill of Lading is between the owner or demise charterer of the Ship or the rail carrier, as the case may be, and the Merchant...

3. RESPONSIBILITY. The Carrier shall be responsible for the goods from the time when the goods are received by the Carrier at the sea terminal at the port of loading until they are delivered or despatched by the Carrier from the sea terminal...

(a) Between points in Europe - to transport the goods (1) if by road in accordance with the Convention on the Contract for the International Carriage of Goods by Road, dated 19th May, 1956...

(2) if by rail - in accordance with the International Agreement on Railway Transports, dated 25th February, 1956, hereinafter called "CIM"

(3) if by air - in accordance with the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed Warsaw 12th October, 1929, as amended by the Hague Protocol, dated 28th September, 1955, hereinafter called "Warsaw Convention"

(b) Between points in the U.S.A. - to procure transportation by carriers (one or more) authorized by competent authority to engage in transportation between such points...

(c) Between points in countries other than the U.S. and other than Europe (irrespective of whether or not the CIM or the Warsaw Convention apply in such countries) - to transport the goods...

(1) if by road - in accordance with the CIM

(2) if by rail - in accordance with the Warsaw Convention

(3) if by air - in accordance with the Warsaw Convention However, the Carrier's liability for loss of or damage to the goods shall in any event not exceed 30 Francs Poincaré per kilo of gross weight of the goods lost or damaged...

(4) insofar as this is not repugnant to any law of the U.S.A. and/or to any other national law or international Convention (including CIM, CIM and the Warsaw Convention) which cannot be departed from by private contract prevailing in the country where it can be proved that the loss or damage occurred...

(a) the wrongful act or neglect of the Merchant

(b) compliance with the instructions of the Merchant

(c) insufficiency or inadequacy of marks or numbers of the goods containers, transportable tanks, flasks, cases or coverings if supplied by or on behalf of the shipper

(d) handling, loading, stowage or unloading of the goods by the Merchant

(e) inherent vice of the goods

(f) insufficiency or inadequacy of marks or numbers of the goods containers, transportable tanks, flasks, cases or coverings if supplied by or on behalf of the shipper

(g) strikes or lockout or stoppage or restraint of labour from whatever cause whether partial or general

(h) without the fault or neglect of the agents or servants of the Carrier, but the burden of the proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or negligence of the Carrier nor that of the agents or servants of the Carrier contributed to the loss or damage...

(i) As to service incident to through transportation, the Carrier undertakes to procure such services as necessary. All such services will be subject to the usual contract of the persons providing the services

The Carrier guarantees the fulfillment of the obligations of such persons under the pertinent contracts

V. When the goods have been damaged or lost during through transportation and it cannot be established in whose custody the goods were when the damage or loss occurred, the damage or loss shall be deemed to have occurred during the sea voyage and the Hague Rules shall apply

VI. Arrivals times are guaranteed by the Carrier. The Carrier does not accept responsibility for any direct or indirect loss or damage sustained by the Merchant through delay, unless the Carrier is liable for consequences of any delay under any laws, statutes, agreements or Conventions of a mandatory nature

VII. It is hereby expressly agreed that no servant or agent of the Carrier (including any stevedore, terminal operator, sub-carriers or independent contractor employed by the Carrier), shall be liable for any loss, damage or delay under any liability whatsoever to the Merchant for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of his connection with his employment, but without prejudice to the generality of the foregoing provisions, any claim, suit, action, arbitration, arbitration and liability herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Carrier or to which the Carrier is entitled hereunder, shall also be available and shall extend to protect every such servant or agent of the Carrier (including any stevedore, terminal operator, sub-carrier, independent contractor) acting as aforesaid and for the purpose of all the foregoing provisions of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be his servants or agents (including any stevedore, terminal operator, sub-carrier, independent contractor as aforesaid) with all such persons shall to this extent be or be deemed to be deemed to be the Carrier or evidenced by this Bill of Lading

VIII. The aggregate of the amounts recoverable from the Carrier (including any stevedore, terminal operator, sub-carriers or independent contractor) shall in no case exceed the limits of liability provided for in this Bill of Lading

TERMS AND CONDITIONS

shall apply in any action against the Carrier and his servants, agents, or independent contractors, sub-carriers, terminal operator or stevedores for loss or damage to the goods whether the action be founded in contract or in tort

4. PACKING AND MERCHANT OWNED EQUIPMENT. The Merchant shall be liable for any loss, damage or expense caused by faulty packing of goods without or without the aid of the Carrier or on flats when such packing has been performed by the Merchant or on behalf of the Merchant. The Carrier does not accept responsibility for the functioning of reefer containers or trailers not owned or leased by the Carrier

5. ROUTE. The goods may be carried by any route whatsoever whether or not the most direct or advertised or customary route, via any ports or places in any order whatsoever and for whatsoever purpose varied together with other goods of every kind, dangerous or otherwise, whether stowed on or under deck. The ship may sail with or without pilots under way repairs, adjust or equipment, dock and low vessels in all situations

6. SUBSTITUTION OF SHIP AND TRANSHIPMENT. The Carrier has the right but not the obligation to carry goods by any substitute ship or by any other mode of transport, whether by water, land, or air, and may discharge the goods at any place for transshipment, transhipment, land or store the goods either on shore or afloat and reship or forward the same

7. DECK SHIPMENT AND SPECIAL CONTAINERS

The Carrier shall be entitled, without notice to the Merchant to carry the goods on deck in containers. Containers may be stowed on deck or under deck and when so stowed shall be deemed for all purposes to be stowed under deck. Subject to the provision of clause 3 hereinafter, the Hague Rules, the Act and Ordinance shall apply to containers carried and stowed on deck

(a) The Carrier shall not undertake to carry the goods in refrigerated, heated, insulated, ventilated or any other special container(s), nor to carry special container(s) packed by or on behalf of the Merchant as such, but the Carrier will treat such goods or container(s) only as if they were ordinary goods (or container(s)) respectively, unless special arrangements for the carriage of such goods or container(s) have been agreed to in writing between the Carrier and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight as required has been paid

(b) As regards the goods which have been agreed to be carried in special container(s) the Carrier shall exercise due diligence to maintain the facilities of the special container(s) while they are in his actual custody and control, and shall not be liable for any kind of loss of or damage to the goods caused by latent defect, derangement or breakage of facilities of the container(s)

(c) If the cargo is received by the Carrier in refrigerated container(s) into which the contents have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the contents properly and set the thermostat controls exactly. The Carrier shall not be liable for any loss of or damage to the goods arising out of or resulting from the Merchant's failure to do so

8. DELIVERY OF GOODS. Container damage and Per/Duty rent to be paid by the Merchant. The Carrier and/or any Conference of which the Carrier is a member and/or Terminal Operator, whichever applicable, are and are payable by the Merchant to the appropriate Carrier and/or Terminal Operator. If the goods are not taken by the Merchant within a reasonable time but in any case not exceeding thirty (30) days after the date of the goods being called for to take delivery, the Carrier or his agent shall be at liberty to break the seal strip the container and stow the cargo contents at the sole risk, expense and responsibility of the Merchant and to act in accordance with the provisions of the relevant container rules, tariffs and regulations applicable to the relevant container(s). Said rules, tariffs and regulations are available for inspection by the Merchant at any of Zim's offices

No responsibility whatsoever shall attach to the Carrier or his Agents for failure to give notice of the arrival of the goods, or shall such failure release the Merchant of any of his obligations under this Bill of Lading

9. FREIGHT AND CHARGES

Freight to be paid in cash without discount and whether pre-payable or payable at destination, in full, on the date of receipt of the goods and to be retained, Ship and/or goods lost or not lost

If freight and all other amounts mentioned in this Bill of Lading are at the option of the Carrier to be paid in the currency named in this Bill of Lading or of the country of the port of loading or of the country of the port of discharge, or of the country of the port of destination, or of the country of the port of payment, whichever is most convenient to the Carrier, the Carrier shall be entitled to demand payment of freight and charges in advance of the date of payment, whichever is higher or for freight payable at destination on the day of payment

(1) All duties, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant upon demand

The Merchant shall be liable for all losses, damages, losses, expenses which the Carrier, vessel or cargo may incur as a result of loss, damage, destruction or non-compliance with or non-observance of any laws, regulations, tariffs and regulations, including customs, export or transit regulations of any Government or authority, including customs or port authorities

(2) The Merchant shall reimburse the Carrier in proportion to the amount of the increase of war risk insurance premiums and war risk freight for any increase of war risk insurance premiums and war risk freight for any increase of cost of bunkers and for deviation or delay caused by war or warlike operations or by government direction in such connection (Not to apply in the U.S.A. to the extent of being inconsistent with the tariffs filed with the I.C.C. and F.M.C.)

The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurement and value of the goods but the Carrier reserves the right to have the contents inspected in order to ascertain the weight, measurement or value for the purpose of verifying the freight basis. If freight shall be paid on the basis of classification of the excess weight or measurement or value (if any) as the case may be so ascertained, the expenses of and incidental to reclassifying or reweighing or re-measuring or re-valuing shall be borne by the Carrier if the classification or weight or measurement or value as furnished by the Merchant is found to be correct, but otherwise such expenses shall be considered as freight and shall be borne and paid by the Shipper, Consignee or Owner of the Goods. The Shipper shall, if required by the Carrier to do so, furnish forthwith on demand to the Carrier the invoice or a true copy thereof, and the Carrier his servants or agents shall at all times stand authorized by the Shipper, Consignee, Owner of the Goods and Holder of this Bill of Lading to give all such notices to any person or persons for the time being in possession of the Goods as may be required for the purpose of giving effect to the provisions of this clause

Nothing in this clause shall prevent the Carrier from recovering from the Shipper, Consignee, Owner of the Goods and/or Holder of this Bill of Lading the difference between the amount due from them or any of them to him and the amount realized by the exercise of the rights given to the Carrier under this clause

10. GOODS LOADED IN CONTAINERS OTHERWISE THAN BY CARRIER. The Carrier shall not be responsible for the safe and proper stowage of goods in containers if such containers are packed with goods by the shipper, consignor, dealer or delivering carrier (in this Clause referred to as the "Shipper"), or if the goods are damaged or lost during the voyage, including loss or damage caused to contents by shifting, overloading or improper packing of the container. Containers packed with goods by the Shipper shall be properly sealed and shall be shown to the Carrier when the goods are loaded into them with goods and such packing of the containers shall be prima facie evidence that the containers were sound and suitable for use. The Carrier will not be liable in any event for the particulars furnished by the Shipper as shown on the face of this Bill of Lading. The Shipper agrees to be liable and shall be responsible for any loss, damage or expense, including loss, arising from the Shipper's failure to declare correctly herein any of the particulars furnished by him and for any kind of damage or expense caused by the goods to other property or to persons

11. GENERAL AVERAGE. General Average to be adjusted at any port or place at the Carrier's option, and to be settled according to the York Antwerp Rules 1974 in the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever (whether due to fire, theft or pilferage or not) or for the consequences of which the Carrier is not responsible by statute contract or otherwise, the Merchant shall contribute with the Carrier in General Average to the payment of any sacrifice 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 vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the salving vessel or vessel belonged to strangers. Such deposit as the Carrier or its agents without prejudice may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be paid to the Carrier or its agents prior to delivery into a special account in accordance with the provisions of the said Rules

12. OPTIONS OF THE CARRIER

(a) The Carrier and the Master shall have liberty to comply with any orders, directions or recommendations as to loading, departure, routes, ports of call, stoppages, destination, arrival, discharge, delivery or in any other case whatsoever given by any Government or Authority or any person or body acting or purporting to act with the authority of such Government or Authority or by any committee or person having under the terms of the insurance of the ship, the right to give any orders, directions or recommendations in any case whatsoever. The Carrier shall be entitled, whether or not the events in question existed or were anticipated at the time of entering into this Contract, if the carriage has not already commenced, to cancel this Contract or in any event to discharge, deviate, arrive, discharge, deliver goods at any convenient port or place or forward them at the sole risk and expense of the Merchant or otherwise to deal with the goods as the Carrier or the Master may think advisable under the particular circumstances

(b) Should it appear that epidemics, quarantine, ice, labour troubles, labour disputes, strikes, lockouts, any of which on board or on shore difficulties in loading or discharging would prevent the ship from leaving the port of loading or reaching or entering the port of discharge or there discharging in the usual manner and leaving again all of which safely and without delay, the Master may discharge the cargo at port of loading or any other safe and convenient port

(c) Any discharge, transshipment, landing, delivery, forwarding or otherwise dealing with the goods under the provisions of this Clause shall constitute due performance by the Carrier of all its obligations hereunder, and in any such case the Carrier shall be entitled to full freight and to a reasonable extra compensation for any service rendered to the goods

(d) Cargo carried in containers destined for the port of Ashdod or the port of Haifa may in the sole discretion of the Carrier be discharged at the other port, in which event the cargo shall be discharged to a reasonable extra compensation for any service rendered to the goods

(e) The Merchant shall be informed if possible

13. BOTH TO BLAME COLLISION CLAUSE

If the Ship collides with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, pilot or the servants of the Carrier in the navigation or in the management of the Ship, the owner of the goods carried hereunder will indemnify the Carrier against all losses, damages, expenses, claims, costs, charges, or other claims whatsoever of the owners of said goods, paid or payable by the other or non-carrying vessel or her owners to the owners of said goods and which as a part of the settlement of the claim of the Ship or Carrier, the foregoing provisions shall also apply where the owners, operators or those in charge of any ship or ships or objects other than or in addition to the colliding vessels or objects are at fault in respect of a collision, contact or other accident

14. NOTICE OF LOSS OF OR DAMAGE TO THE GOODS AND THE GENERAL NATURE OF IT. To 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 receive them, or to his agent, within three (3) consecutive 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. In any event the Carrier shall be discharged from any liability unless suit is brought within one year after delivery of the date of the goods as aforesaid have been delivered

15. THE SHIP IS FREE TO CARRY GOODS OF A FLAMMABLE, EXPLOSIVE OR DANGEROUS NATURE, AMMUNITION OR WARLIKE STORES, AND CONTRABAND, AND MAY SAIL ARMED OR UNARMED

When the Merchant hands goods of a dangerous nature to the Carrier, he shall inform him in writing of the exact nature of the danger and indicate, if necessary, the precautions to be taken. Such goods shall be distinctly marked on the outside so as to indicate the nature thereof and so as to comply with any applicable regulations or requirements

Goods of a dangerous nature which the Carrier did not know were dangerous and which were not properly marked as at any time or place be unloaded, destroyed, abandoned, spoiled or rendered harmless without compensation. Further, the Merchant shall be liable for all expenses, loss or damage arising out of their handling over for carriage or of their carriage

(1) The Merchant shall be solely liable for all expenses, loss or damage caused to the ship, to any cargo whether on board or ashore to the Carrier and to any other(s) as a result of his failure to comply with the terms set forth in paragraph 15 of this Bill of Lading

(2) The Merchant shall be liable for the knowledge of the Carrier as to their dangerous nature, shall become a danger to the ship or cargo they may in like manner be landed at any place or destroyed or rendered innocuous by the Carrier without liability on the part of the Carrier except to General Average

(3) When the expressions "dangerous goods" or "goods of dangerous nature" appear in this Bill of Lading these expressions shall include explosives or other dangerous articles or substances and combustible liquids as defined by the International Maritime Dangerous Goods Code by the Inter-Governmental Maritime Consultative Organization (IMCO) and in Title 46 of the U.S.A. Code of Federal Regulations both as amended from time to time

16. RIGHT TO CONTAINERS. Unless otherwise specifically endorsed on the face of this Bill of Lading, the Carrier shall be deemed to have accepted the safe for the goods, and the Merchant having any rights or interest therein. Containers will be put at the disposal of Merchant subject to appropriate Interchange Agreements being entered into in respect of such containers. The permission granted to the Merchant by the Carrier is not a right but a privilege given at the discretion of the Carrier for Merchant's convenience. Such privilege may in any way be subject to the right of choice of inland carrier such final choice being vested in the Carrier

17. INLAND TRANSPORTATION WITHIN THE U.S.A. It is contemplated that the goods will be carried in through transportation which will include inland transportation within the United States, by the Railroad and sea carriage by one or more of the other Carriers above defined. At all times when the goods are in the custody of the Railroad it shall be entitled to all the rights, privileges, immunities, limitations of and exonerations from liability, optional or discretionary rights or rights of indemnity granted to the Carrier and to the shipowner hereunder, to the full extent permitted to rail carriers under the rules and regulations of the Interstate Commerce Commission and any other laws of the United States relating to rail carriers, provided however that nothing contained in this Bill of Lading shall be deemed to be intended to deprive the Railroad of any of its rights and immunities or to increase any of its limitations of and exonerations from liability under said rules, regulations and laws or as permitted by the Interstate Commerce Commission

18. LIABILITY FOR LOSS OF AND DAMAGE TO GOODS. Subject to all rights, privileges and limitations of and exonerations from liability granted to the Carrier under this Bill of Lading to the full extent permitted by applicable law, any liability for loss or damage to the goods shall be governed by

(a) During sea carriage or during carriage by inland waterways (which shall be deemed to be sea carriage within the U.S.A.) by the Carriage of Goods by Sea Act of the United States as provided in Clause 3

(b) During all inland transportation other than the U.S.A. as provided in Clause 3

(c) During rail transportation within the United States, as permitted by the Interstate Commerce Commission and according to the joint tariffs on file with the Federal Maritime Commission and the Interstate Commerce Commission, the sea carrier guarantees the performance of the other carriers under the joint tariffs

19. LAW AND JURISDICTION. Disputes arising under this Bill of Lading shall be determined at the option of the Merchant and subject to Paragraph 1 of Clause 3 hereof, by the courts and in accordance with the law of

(a) the place where the Carrier has its Head Office (Haifa, Israel) or

(b) if the cargo originates in or is destined for the U.S.A., by the United States District Court for the Southern District of New York, N.Y. USA

No proceedings shall be brought before other courts unless the parties as expressly agreed on both the choice of another court and the law to be then applicable

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