

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 precarrriage from place of receipt and on carriage 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 hereinafter called "CMR"...

(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 CMR, the CIM or the Warsaw Convention apply in such countries)...

(d) compliance with the instructions of the Merchant (e) 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...

(f) strikes or lockout or stoppage or restraint of labour from whatever cause whether partial or general (g) any other cause arising without the actual fault or privity of the Carrier...

(h) the aggregate of the amounts recoverable from the Merchant or other carriers or agents or independent contractors, shall in no case exceed the limits 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 or damage to or on the goods caused by faulty packing of goods within the container and trailers and on flats when such packing has been performed by the Merchant or on behalf of the Merchant...

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...

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 and 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...

(a) The Carrier shall not undertake to carry the goods in refrigerated, heated, insulated, ventilated or any other special containers, nor to carry special containers packed by or on behalf of the Merchant as such...

(b) As regards the goods which have been agreed to be carried in special containers the Carrier shall exercise due diligence to maintain the facilities of the special containers while they are in his actual custody and control...

(c) If the cargo is received by the Carrier in refrigerated containers 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...

8. DELIVERY OF GOODS. Container damage and Per/Dov rent to be borne by the Merchant unless otherwise agreed by the Carrier and/or any Conference of which the Carrier is a member and/or Terminal Operator, whichever applicable, and are payable by the Merchant to the appropriate Carrier and/or Terminal Operator...

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

10. 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...

11. The Carrier's servants or agents shall have a lien on the Goods or any part thereof and a right to sell such goods whether privately or by public auction for all freight (including additional freight payable as herein stipulated) prepayment, demurrage, detention charges, storage charges and other charges and expenses whatsoever which are for account of the Goods or of the Shipper, Consignee, Owner of the Goods and/or Holder of this Bill of Lading...

12. 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...

13. The Carrier shall 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's" clause...

14. The Carrier shall 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's" clause...

15. The Carrier shall 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's" clause...

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18. The Carrier shall 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's" clause...

19. The Carrier shall 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's" clause...

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25. The Carrier shall 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's" clause...

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...

13. OPTIONS OF THE CARRIER. (a) The Carrier and 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...

(b) If it shall be considered by the Carrier or the Master at any time that the performance or continued performance of this Contract is likely to give rise to risk of capture, seizure, detention, damage, delay, hindrance, difficulty or disadvantage of whatever kind to or loss of the ship, her crew, her cargo or any part thereof or other means of transportation as a result of any cause 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, transship, 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...

(c) 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...

(d) 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 event the Carrier shall be entitled to full freight and to a reasonable extra compensation for any service rendered to the goods...

(e) 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...

(f) The Merchant shall be informed if possible (g) The Ship collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, member, 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 loss, damage, claims, expenses, costs, charges, interest or any claim 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 part of the cargo of the Ship or Carrier...

14. BOTH TO BLAME COLLISION CLAUSE. If the Ship collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the master, member, 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 loss, damage, claims, expenses, costs, charges, interest or any claim 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 part of the cargo of the Ship or Carrier...

15. NOTICE OF LOSS OR DAMAGE. Unless notice of loss of 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, the Carrier shall not be liable for loss of or damage to or for the amount of such loss or damage to the goods, 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...

16. The Ship is free to carry cargo of a flammable, explosive or dangerous nature, ammunition or warlike stores, and contraband, and may sail armed or unarmed (a) 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...

(b) 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 (a) of this clause, with 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...

(c) 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

17. 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 carriage of the Goods without 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.

18. RAIL TRANSPORTATION WITHIN THE U.S.A. It is contemplated that the goods will be carried in through-traffic containers 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, liens, 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 prejudice or waive 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.

19. LIABILITY FOR LOSS OR DAMAGE. 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 when it is established in whose custody the goods were when the loss or damage to the goods occurred.

(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 United States 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

20. 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