# UNIFORM STRAIGHT BILL OF LADING TERMS AND CONDITIONS

1. Definition - In this Bill of Lading the term "Vessel" means the intended ocean vessel on the front hereof and any vessel, craft, lighter or other means of conveyance by water which is or shall be substituted in whole or in part for such named ocean vessel and also includes any other vessels onto which Goods may be loaded for the purpose of being transported thereon in furtherance of the carriage covered by this Bill of Lading or any part thereof. The term "Carrier" means Absolute Worldwide Logistics its agents and employees. The term "Merchant" means the person or persons named as shipper/exporter and/or consignee on the face hereof, the holder of this Bill of Lading, and/or the receiver or the owner of the Goods. The term "Container" means any container, flat rack, pallet or other form of cargo carrying unit or equipment referred to on the face hereof or in or on which any Goods may be unitized or otherwise packed or stowed when received by the Carrier for carriage hereunder or subsequent to such receipt. The terms "Place of Receipt", "Port of Loading", "Port of Discharge" and "Intended Place of Delivery' mean respectively the place of receipt, port of loading ( Vessel) port of discharge (Vessel) and place of delivery nominated on the front hereof. The term "Goods" means the cargo received from the shipper/exporter and includes any Container(s) supplied by or on behalf of any person other than the Carrier.

2. Carrier's responsibility (a) Carrier shall be responsible for the Goods and shall, subject to the terms of this Bill of Lading, be subject for loss of or damage to the Goods occurring after the Goods are delivered into Carrier's possession but prior to delivery of the Goods.

(b) Subject to Clause 7 and 8 hereof the liability (if any) of the Carrier in respect of the Goods shall be determined as follows: (i) if carriage is to or from the United States, in accordance with the Carriage of Goods by Sea Act of the United States of America as approved on April 15, 1936 ("COGSA"); (ii) if carriage is to or from Brazil and a country other than the United States, in accordance with Brazilian Law No. 9.611/98 and Decree Law No. 5.276/2004 and regulations promulgated thereunder; and (iii) if carriage is to or from any country other than the United States or Brazil, then in accordance with the Hague Rules, 1924 or the Hague-Visby Rules as amended by the Brussels Protocol of 1968, whichever is made mandatorily applicable by the jurisdiction whose laws are applicable to the carriage and, if neither is made mandatorily applicable, then by the Hague Rules, 1924. The foregoing laws and conventions shall be deemed to be incorporated herein.

(c) The provisions of paragraph (b) above shall apply from the time the Goods are delivered into Carrier's possession until delivery of the Goods, and regardless of the location of the Goods at the time the loss or damage is suffered; provided, however, that if Merchant proves the damage occurred while the Goods were in the possession, custody and control of Carrier but at a time other than during ocean transport and the jurisdiction in which the damage or loss is proved to have occurred has a national law or is party to an international convention governing liability for loss or damage to the Goods during other than ocean transport from which Merchant and Carrier may not depart by private agreement, then and only then will Carrier's liability be determined in accordance with such national law or international convention.

(d) Save as provided in (b) hereof, the Carrier shall be under no liability in any capacity whatsoever for loss or misdelivery of or damage to the Goods howsoever caused whether or not through the negligence of the Carrier, his servants or agents or subcontractors or for any direct or indirect loss or damage caused by delay or for any indirect or consequential loss or damage.

(e) INSURANCE WILL NOT BE ARRANGED BY THE CARRIER EXCEPT WITH THE EXPRESS INSTRUCTIONS IN WRITING OF THE CONSIGNOR AND THEN ONLY AT HIS EXPENSE AND LODGEMENT OF A DECLARATION AS TO VALUE PRIOR TO SHIPMENT.

3. CONTRACTING PARTIES - In agreeing to and accepting the terms of this Bill of Lading, the Shipper acts for himself and on behalf of each Merchant. The Shipper warrants to the Carrier that he is entitled and is duly authorized by any other person who owns or is entitled to possession of the Goods and/or of this Bill of Lading to agree to and accept this Bill of Lading and to deliver the Goods to the Carrier and also in accepting endorsement or delivery hereof from the Shipper, Consignee or any other prior endorsee or holder and/or deliveree of the Goods confirms, ratifies and agrees to be bound by all of the stipulations, exceptions and conditions stated herein whether written, printed, stamped or otherwise incorporated on the front or back hereof and that the contract contained or evidenced herein shall be fully binding between the Carrier and such Merchant in all respects. Each Merchant agrees also that all agreements and freight arrangements previously made for the carriage of Goods are superseded by the contract contained or evidenced hereon.

4. SUB-CONTRACTING - Exemptions and immunities of servants, agents and sub-contractors. The Carrier shall be entitled to sub-contract any part of the carriage, loading, unloading, storing, warehousing, handling and any and all other duties whatsoever undertaken by the Carrier in relation to the Goods. Every such servant, agent and sub-contractor (including, but not limited to, other ocean, coastal and inland water carriers, rail carriers and truckers) shall have the benefit of all provisions herein as if such provisions were expressly for their benefit, and in entering into this contract, the Carrier to the extent of these provisions does so not only on its own behalf but as agent and trustee for such servants, agents and sub-contractors. The Merchant shall indemnify the Carrier against any claims which may be made upon the Carrier by any such servant, agent or sub-contractor as a result of any claim made against it or them by Merchant. The Merchant authorizes the Carrier to arrange for any ocean or other carriage required under this Bill of Lading to be performed by any ocean or other carrier on the terms and conditions of the regular form of Bill of Lading in use by such carrier.

5. ROUTE OF TRANSPORT AND SCHEDULE - (a) The Goods may at the Carrier's absolute discretion be carried as a single or several shipments by the Vessel and/or any other means of transport and through any route whatsoever, whether or not such route is the direct advertised or customary route.

(b) Any action taken by the Carrier under this Clause or delay resulting therefrom shall be deemed to be included within the contractual carriage and shall not be a deviation. Carrier shall not be liable for schedule deviations. Should the Carrier be held liable in respect of such action, the Carrier shall be entitled to the full benefit of all privileges, rights and immunities contained in this Bill of Lading.

6. CONTAINER PACKED BY CARRIER - Where Goods received for carriage under this Bill of Lading are not already contained in or on Container(s) at the time of such receipt the Carrier shall be at liberty to carry such Goods in or on Containers.

7. CONTAINER PACKED BY MERCHANT - If the Goods accepted by the Carrier are a Container(s) into which contents have been packed by or on behalf of the Merchant:

(a) The Merchant guarantees that the stowage of the contents in Container(s) and the closing and sealing of the Container(s) are safe and proper and also that the Container(s) and content thereof are suitable for handling and carriage in accordance with the terms hereof. In the event of the Merchant's breach of such guarantee, the Carrier shall not be responsible for any loss or damage to or in connection with the Goods and the Merchant shall be responsible for all consequences of whatsoever kind of such breach and shall indemnify the Carrier against any loss, damage, expense or liability, which the Carrier suffers or incurs as a consequence of such breach.

(b) The Merchant shall inspect the Container(s) when the same are furnished by or on behalf of the Carrier and they shall be deemed to have been accepted by the Merchant as being in sound and suitable condition for the purpose of the transport contracted hereon, unless he gives notice to the contrary in writing to the Carrier prior to packing the Container(s).

(c) If the Container(s) are delivered from the Carrier with seals intact, such delivery shall be deemed as the full and complete performance of the Carrier's obligation hereunder.

(d) The Carrier shall be at liberty to inspect the contents of the Container(s) without notice to the Merchant at such time and place as the Carrier may deem necessary. All expenses incurred in respect thereof being borne by the Merchant and in case the seals of the Container(s) are broken by the Customs or other authorities for inspection of the contents of the said Container(s), the Carrier shall not be liable for any loss, damage, expenses or any other consequences arising or resulting therefrom.

8. CARRIER'S CONTAINER - (a) The Merchant shall assume full responsibility for and shall indemnify the Carrier against any loss of or damage to the Carrier's Container(s) and other equipment which occurs while in the possession or control of the Merchant, his agents or sub-contractors.

(b) The Carrier shall in no event be liable for and the Merchant shall indemnify and hold the Carrier harmless from and against any loss of or damage to property of the other persons or injuries to other persons caused by the Carrier's Container(s) or the contents thereof during handling by, or while in the possession or control of the Merchant, his agents or sub-contractors.

9. RETURN OF CONTAINERS - In case goods are delivered in Container(s) which the Carrier owns or to the possession of which the Carrier is otherwise entitled, the Merchant taking delivery shall return such Container(s) promptly.

10. DESCRIPTION AND PARTICULARS OF GOODS - (a) The Bill of Lading is prima facie evidence of the receipt only of the number of Container(s) as shown on the face hereof. The description and particulars of the Goods set out on the face hereof, including the order and condition of the contents of any Container(s), are furnished by the Merchant and are unknown to the Carrier, who shall be under no responsibility whatsoever in respect to such condition, description and particulars.

(b) The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof and any other particulars furnished by or on behalf of the Merchant are correct and shall indemnify the Carrier against all loss, damage. expenses and liability, including taxes, penalties and fines suffered or incurred by the Carrier as a result of the Merchant being in breach of such warranty.

11. FREIGHT AND CHARGES - (a) The freight payable hereunder has been calculated and based on particulars of the Goods furnished by or on behalf of the Merchant. The Carrier shall be entitled at any time to reweigh, remeasure or revalue the Goods and for this purpose to open and remove and examine the contents of any Container(s) and if the particulars furnished are found to be incorrect the freight shall be adjusted accordingly and the Merchant shall also pay any expenses incurred by the Carrier in checking the said particulars.

(b) Freight shall be deemed earned on receipt of the Goods whether the Goods and/or conveyance are lost or not lost by the Carrier and shall be paid by the Merchant.

(c) Except to the extent (if any) to which they may be inconsistent with any of the express terms of this Bill of Lading, the terms of the Carrier's applicable tariff (and, where relevant, NVOCC Service Arrangement or Negotiated Rate Agreement), current at the time when the Goods were received by the Carrier for carriage under this Bill of Lading, are incorporated into this Bill of Lading and form part of the contract evidenced herein.

12. LIEN - (a) The Carrier shall have a lien on the Goods and any other property of Merchant which is in or hereinafter comes into the possession of Carrier (which shall survive delivery) for any sums whatsoever payable by or chargeable to or for the account of the Merchant under this or any other Bill of Lading and the cost and expenses of recovery of same and may sell the Goods or other property of Merchant privately or by public auction without notice to the Merchant. If on sale of the Goods or other property the proceeds fail to cover the amount due and the cost and expenses incurred, the Carrier shall be entitled to recover the deficit from the Merchant.

(b) If the Goods are unclaimed during a reasonable time or whenever, in the Carriers opinion, the Goods will become deteriorated, decayed or worthless, the Carrier may, at his discretion and subject to his lien and without any responsibilities attaching to himself, abandon or otherwise dispose of such Goods solely at the risk and expense of the Merchant.

13. EXPENSES The Merchant shall be liable for and shall indemnify the Carrier and hold it harmless against all loss, damage, costs, expenses and liability (including taxes, penalties and fines) of whatsoever nature suffered or incurred by the Carrier in connection with the Goods or the Container(s) because of the failure of the Merchant to procure consular, Department of Health or other permits or any papers that may be required at any port or place in connection with the Goods or to supply information or otherwise to comply with all laws and regulations in connection with Goods or any expenses or disbursements incurred in accordance with Paragraph 15 (a) and 8 (b) hereof or from any other act or omission of the Merchant and also against all damages, charges, legal fees and other expenses which the Carrier may incur in connection with inspections, attachments, seizures, executions, claims or legal proceedings of any description against Goods by any government or other third parties, or any proceedings by way of intermediaries or otherwise which the Carrier may bring to determine the right of ownership or possession in or to the Goods or Container(s) and also against any expenses or charges for regaining or attempting to regain possession of the Goods or Container(s). The Merchant authorizes the Carrier to pay and/or incur all such costs, expenses and charges and to do any matters mentioned above at his expense and at Merchant's expense and as Merchant's agent and engage other persons to regain or seek to regain possession of Goods or Container(s) and do all things deemed advisable for the benefit of Goods or Container(s). The Merchant and the Goods shall be jointly and severally liable for the payment of any sums due to the Carrier hereunder by the Merchant. Without in any way limiting the generality of the foregoing, the Merchant shall indemnify the Carrier in respect of any dues or other charges for which the Carrier becomes legally liable to pay and/or pays to any governmental customs or other authority in respect of the Goods or Container(s).

14. DANGEROUS GOODS AND CONTRABAND Goods of an inflammable, explosive, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature must not be tendered for carriage hereunder unless written notice of their natural name, label, classification and the method of rendering the said Goods innocuous, together with the names and addresses of the Shipper and Consignee, have been previously given to the Carrier and their nature is distinctly marked on the outside of the Container(s), package(s) or piece(s) as required by treaty, statutes or regulations. The foregoing written notice shall bear the certificate required by applicable statutes or regulations to certify that the Goods are properly described, packed and marked and in proper condition for transportation according to the regulations prescribed by a competent authority. If any Goods tendered for carriage without previous written declaration are or at any time become of the above mentioned nature or are or become contraband or prohibited by any law or regulations of any port or loading discharge or call or any place during transit whether the Merchant is aware thereof or not, such Goods upon discovery at any time may be rendered innocuous, thrown overboard or discharged at any port or place, or be otherwise disposed of at Carrier's or sub-contractor's discretion without any liability attaching thereto and without prejudice to the Carrier's right to freight and any other charges payable hereunder. The foregoing provisions shall also apply to any such Goods tendered for carriage with such previous declaration which in the opinion of the Carrier or his sub-contractor have or are likely to become dangerous to the Carrier, Vessel, Cargo or other property or person. The Merchant shall be liable to indemnify the Carrier against all loss, damage, expenses and liabilities (including taxes, penalties and fines suffered or incurred by the Carrier as a result of the carriage of such Goods. The Carrier reserves the right but shall have no obligation to ship Container(s) packed by or on behalf of the Merchant and examine the contents thereof and arrange for restorage, recuperage or reconditioning at the Carrier's or the sub-contractor's discretion but at the Merchant's risk and expense.

15. SPECIAL CONTAINERS – (a) The Carrier does 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 ordinary goods or dry Container(s) respectively, unless special arrangements for the carriage of such Goods or Container(s) have been agreed in writing between the Career and the Merchant and unless such special arrangements are noted on the face of this Bill of Lading and unless special freight required has been paid. The Carrier does not accept responsibility for the proper functioning of special Container(s) supplied by or on behalf of the Merchant.

(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 but shall not be liable for any loss of or damage to the Goods caused by latent defects, derangement or breakdown of facilities of the Container(s).

(c) If the Goods have been packed in refrigerated Container(s) by the Carrier and the particular temperature range requested by the Merchant is stipulated in this Bill of Lading, the Carrier will set the thermostatic controls within the requested temperature range but does not guarantee the maintenance of such temperature inside the Container(s).

(d) If the Goods have been received by the Carrier in Container(s) which have been packed by or on behalf of the Merchant, it is the obligation of the Merchant to stow the content properly and set the thermostatic controls as required. The Carrier shall not be liable for any loss or damage to the Goods arising out of or resulting from the Merchant's failure in such obligation and further does not guarantee the maintenance of the intended temperature inside the Container(s).

16. DECK CARGO The Carrier has the right to carry Goods and Container(s) under deck or on deck on any Vessel.

17. TRANSSHIPMENT AND FORWARDING (a) Whether arranged beforehand or not the Carrier shall be at liberty, without notice, to perform the contract of carriage evidenced hereby wholly or partly by the named Vessel or any vessel or craft or by any vehicle, aircraft or other means of transport by water, land or air, whether owned or operated by the Carrier or others. The Carrier may under any circumstance whatsoever discharge the Goods or Container(s) or any part thereof at any port of place for transshipment and store the same afloat or ashore and then forward the same by any means of transport.

(b) In case the Goods hereby specified cannot be found at the port of discharge or the Place of Delivery or if they are miscarried then, when found, may be forwarded to the intended Port Of Discharge or Place of Delivery at the Carrier's expense, but the Carrier shall not be liable for any loss, damage, delay or depreciation arising from such forwarding.

18. LIBERTIES If at any time Carrier's performance hereunder is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and howsoever arising which cannot be avoided by the exercise of reasonable endeavors, the Carrier may at his sole discretion and without notice to the Merchant: (i) carry the Goods to the contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternate route to that indicated in this Bill of Lading or that which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or (ii) suspend the Carriage of the Goods and store them ashore or afloat upon the terms and conditions of this Bill of Lading and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension; or (iii) terminate carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease, with the Carrier nevertheless entitled to full freight on the Goods. In all such circumstances, any additional costs shall be for the account of the Merchant and shall be paid prior to release of the Goods.

19. DELIVERY (a) The Carrier shall have the right to deliver the Goods at any warehouse from or at the Vessel's side, customs house, warehouse, wharf, quay, container yard, or any other place designated by the Carrier within the geographic limits of the intended Port of Discharge or the intended Place of Delivery shown on the face hereof.

(b) In any case, the Carrier's responsibility shall cease when the Goods have been delivered to the Merchant, his servants, agents or sub-contractors or any other person entitled to receive the Goods on his behalf at the place designated by the Carrier. Delivery of the Goods to the custody of customs or other authorities shall constitute final discharge of the Carrier's responsibility hereunder.

(c) In case the Goods received by the Carrier are Container(s) into which contents have been packed by or on behalf of the Merchant, the Carrier shall only be responsible for delivery of the total number of Container(s) and to deliver the contents thereof in accordance with marks, numbers, sizes or types or packages or pieces. In case the Goods have been packed into Container(s) by the Carrier, the Carrier shall unpack the Container(s) and deliver the contents thereof and shall not be required to deliver the Goods in Container(s).In the event that the Carrier delivers or places the Goods into any customs house, bonded store or any other place described in paragraph (a) hereof or in Clauses 17 or 18 hereof, the Merchant shall be liable to pay and shall pay all costs, expenses and charges associated or in any way connected therewith.

(d) In the event that the Carrier attempts delivery of the goods to the Merchant pursuant to the terms hereof during normal trading hours and the Merchant, his servants, agents or sub-contractors or any other person nominated to take delivery of the Goods on his behalf, does not take or accept delivery of the Goods, the Merchant shall be liable to pay and shall pay all costs, expenses and charges suffered or incurred by the Carrier, his servants, agents or sub-contractors in connection or in any way associated with such attempted delivery until it is accomplished.

20. NOTICE OF CLAIM AND TIME FOR SUIT - (a) Unless notice of loss or damage and a description of the general nature of such loss or damage has been given in writing to the Carrier at the Port of Discharge or Place of Delivery before or at the time of delivery of the Goods or, if the loss or damage be not apparent, within 3 days after delivery, the Goods shall be deemed to have been delivered as described in this Bill of Lading.

(b) In any event the Carrier shall be discharged from all liability in respect of non-delivery, misdelivery, delay, loss or damage unless suit Is brought within one (1) year after delivery of the Goods or the date the Goods should have been delivered.

21. THE AMOUNT OF COMPENSATION (a) When the Carrier is liable for compensation in respect of loss of or damage of Goods such compensation shall be calculated by reference to the invoice value of Goods plus freight and insurance, if paid.

(b) In no event shall the Carrier be or become liable for any loss of or damage to or in connection with the Goods in an amount exceeding $500 per package (or such other amount as may be applicable under Clause 2 of this Bill of Lading) unless the nature and value of such Goods have been declared by the Shipper before shipment, agreed by the Carrier, inserted in the Bill of Lading and freight paid on "ad valorem" basis.

(c) Higher compensation may be claimed only when, with the written consent of the Carrier, the value of the Goods declared by the Shipper which exceeds the limits laid down in this clause has been stated in this Bill of Lading. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

22. BOTH-TO-BLAME COLLISION CLAUSE - If the carrying ship comes Into contact with another ship as a result of negligence of the other ship and any act of neglect or default in the navigation of the carrying ship, the Merchant undertakes to pay the Carrier (or, where the Carrier is not the owner and possession of the carrying ship, to pay the Carrier as trustee for the owner and/or demise charter of the carrying ship) a sum sufficient to indemnify the Carrier (and/or the owner and/or demise charter of the carrying ship) against all loss or liability to the other or non-carrying ship or her owners insofar as such loss or liability represents loss of or damage to, or any claims whatsoever of the Merchant paid or payable by the other or non-carrying ship or her owners to the Merchant 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 her owner or demise charter or the Carrier. The foregoing provisions shall also apply where the owners, operators, or those in charge or any ship or ships or objects, other than, or in addition to the colliding ships or objects are at fault in respect to a collision, contact, stranding or other accident.

23. NEW JASON CLAUSE - (a) In the event of accident, danger, damage or disaster before or after the 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 and the Merchant shall jointly and severally 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.

(b) If a salving ship is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving ship belonged to strangers.

24. GENERAL AVERAGE Shall be adjusted, stated and settled in Maryland or any other place selected by the Carrier and according to the York-Antwerp Rules 1994 except rules 21 and 22 thereof. Interest, however, shall be allowed on expenditures, sacrifices and allowances charged to General Average at the prime rate charged by major banks and prevailing at time of payment plus 1 percent per annum until the date of the General Average Statement, due allowance being made for any interim reimbursement from the contributory interest or from the General Average fund. The General Average Statement in every instance shall be prepared by average adjusters selected by the Carrier in average adjustments. Disbursements in foreign currency shall be exchanged into any currency at the Carrier's option at the rate prevailing at time of payment and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port of final discharge of such damaged cargo. Average agreement or bond and such additional security as may be required by the Carrier must be furnished before the delivery of the Goods. Such cash deposit, agreement or other security as the Carrier or his agents may consider requisite to cover the estimated contribution of the Goods and any salvage and special charges thereon shall be made by the Goods or the Merchant(s) to the Carrier if required before delivery. Any deposits shall be payable at Carriers option in the currency to be indicated on each occasion by the Carrier and be remitted to the Average Adjusters. Refunds of credit balance shall be paid in the same currency. It is understood that in every instance the Merchant shall remain responsible until the statement of average has been settled. In case of accident danger or disaster before or after commencement of the voyage resulting from any cause whatever, whether due to negligence or not for which or for the consequence of which the Carrier is not responsible by statute, contract or otherwise to the Goods, the Merchant(s) 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 charge Incurred in respect to the Goods. If the salvage ship is owned or operated by the Carrier salvage shall be paid so fully as if the salving ship was owned or operated by strangers.

25. GOVERNING LAW AND JURISDICTION - (a) Except as may be otherwise provided herein, the contract evidenced by or contained in this Bill of Lading shall be governed by the Law of the State of Maryland in the United States of America and any action or other dispute arising out of or in connection with this Bill of Lading shall be brought before a federal or state court located in the State of Maryland unless the Carrier otherwise agrees in writing.

(b) In the event that notwithstanding Clause 25(a) above this contract shall be held to be subject to the laws of any other State or Country, then except where repugnant to the provisions of that law, the terms of this contract shall continue to apply.

26. VARIATION OF THE CONTRACT, ETC. - No servant or agent of the Carrier shall have the power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or verified in writing by a corporate officer of the Carrier.