



MEDITERRANEAN SHIPPING COMPANY S.A.

12-14, chemin Rieu, 1208 GENEVA, Switzerland
Website : www.msc.com

SCAC Code: MSCU

SEA WAYBILL No. MEDUP2013043

NON-NEGOTIABLE COPY

"Port-to-Port" or "Combined Transport" (see Clause 1)

NO. & SEQUENCE OF SEA WAYBILLS
0/ZERO

NO. OF RIDER PAGES
1/ONE

SHIPPER:
LOS OLIVOS DE VILLACURI S.A.C
AV. VICTOR ANDRES BELAUNDE N. 147
INT. 13-101 EDIFICIO REAL DOS - VIA PRINCIPAL 133
SAN ISIDRO - LIMA - LIMA
TELEFONO: 01-4957032

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)
FCL/FCL Special contract: R08719040000014
Lloyds/Imo number = 9785445
"The Peruvian local charges "Despacho Documentario", " Despacho de Contenedor", "Gate In/Out" are due and payable at origin by the Merchant in accordance with Carrier's terms and Conditions available at <https://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions>"

CONSIGNEE: This B/L is not negotiable unless marked "To Order" or "To Order of..." here.
VANGUARD DIRECT, LLC
5080 CALIFORNIA AVENUE, SUITE 240
BAKERSFIELD, CA 93309

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20)
J&K Fresh East
A Division of 721 Logistics LLC 399
Market Street, Suite 220
Philadelphia, PA 19106 USA

VESSEL & VOYAGE NO. (see Clauses 8 & 9)
MSC CAROLE NX302R

PORT OF LOADING
CALLAO

PLACE OF RECEIPT: (Combined Transport ONLY - see Clauses 1 & 5.2)
XXXXXXXXXXXXXXXXXXXXXXXXXX

BOOKING REF. (or) SHIPPER'S REF.
087LIM512908

PORT OF DISCHARGE
PHILADELPHIA

PLACE OF DELIVERY: (Combined Transport ONLY - see Clauses 1 & 5.2)
XXXXXXXXXXXXXXXXXXXXXXXXXX

PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
	1 x 40' CNTR(S) CONTAINER DETAILS AS PER ATTACHED LIST		
TOTAL TARE: 4600.00 kg	EXPRESS BILL	TOTALS: 18050.000 kg	

FREIGHT & CHARGES Cargo shall not be delivered unless Freight & Charges are paid (see Clause 16).
AGREEMENT

RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in the box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.

Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorised representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorisation at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.

IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.

DECLARED VALUE (only applicable if Ad Valorem Charges paid - see Clause 7.3)

CARRIER'S RECEIPT (No. of Cntrs or Pkgs rcvd by Carrier - see Clause 14.1)
1

SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
MSC LIMA

PLACE AND DATE OF ISSUE
CALLAO, 18/01/2023

SHIPPED ON BOARD DATE
18/01/2023



MEDITERRANEAN SHIPPING COMPANY S.A.

12-14, chemin Rieu, 1208 GENEVA, Switzerland
Website : www.msc.com

**SEA WAYBILL No.
RIDER PAGE**

MEDUP2013043

SCAC Code: MSCU

Page 1 of 1

CONTINUATION OF PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see Clause 14)

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on further Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
<p>MEDU9888169/40'HR/4600 Seal:FJ14540815 Seal:003PL026314 Seal:399891 Seal:BXC1686</p>	<p>1900 BOXES OF 8.2 KG WITH FRESH GRAPES VARIETY SWEET GLOBE (1900 CAJAS DE 8.2 KG CON UVA FRESCA VARIEDAD SWEET GLOBE) P.A: 0806.10.00.00 HS CODE: 080610 FDA:14430387744 TERMOGRAPHS:KHYYA00PY0/KHYYA011F0</p> <p>FREIGHT PREPAID</p> <p>CONSIGNEE CTC: Denise Smith TELEFONO 1: 661-489-5850 E-MAIL 1:Denise.Smith@VanguardFresh.com</p> <p>NOTIFY CTC:JKFE - Imports TELEFONO 1: 610-994-5060 E-MAIL 1:docs@jkgfresheast.com TELEFONO 2: 610-362-1201</p> <p>"THE REEFER TEMPERATURE TO BE SET AT -0.5 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS"</p> <p>1900 BOXES</p> <p>Temp. -0.5C</p>	<p>18050.000 kg</p>	

PLACE AND DATE OF ISSUE
CALLAO, 18/01/2023

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SIGNED on behalf of the Carrier MSC Mediterranean Shipping Company S.A.
MSC LIMA

1. DEFINITIONS

The following definitions shall apply in this Sea Waybill.
1.1 **MSC** means MSC Mediterranean Shipping Company S.A.
1.2 **COGSA** means the U.S. Carriage of Goods by Sea Act, 1936.
Combined Transport arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the relevant papers. Combined Transport consists of a Port-to-Port carriage and inland Transport.
Container includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory equipment.
Freight includes the freight and all charges, costs and expenses whatsoever payable by the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, per diem and demurrage.
Goods includes the whole or any part of the cargo carried under this Sea Waybill, including any packing or securing materials and equipment used or to be used.
Hague Rules means the provisions of the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 with the express exclusion of Article 9.
Hague-Visby Rules means the provisions of The Hague Rules 1924 as Amended by the Protocol adopted at Brussels on 23 February 1968, and 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Sea Waybill and they shall apply only when compulsorily applicable by the law governing this Sea Waybill.
Inland Transport means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.
Merchant includes the Shipper, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods of this Sea Waybill or anyone acting on behalf of this Person.
Owner includes the charterer, corporation, company or any other legal entity.
Place of Delivery means the place at which the Carrier has contracted to deliver the Goods, when such place is other than the Port of Discharge.
Place of Receipt means the place at which the Carrier has contracted to receive the Goods, when such place is other than the Port of Loading.
Pomerene Act means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments thereto.
Port-to-Port means carriage between the Port of Loading and the Port of Discharge.
Subcontractor includes but is not limited to the owners, charterers and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminals and groupage operators, road and rail transport operators, any subcontractors or agents, including but not limited to the agents of the Carrier, and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity or not.
Vessel includes the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier for carriage by sea.

2. CONTRACTING PARTIES AND WARRANTY

2.1 This Contract is made between the Carrier and the Shipper. The Shipper, who is the only party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide the Merchant and in particular the Consignee with a legible copy of this contract of carriage, including the applicable Tariff. The Person defined as the "Merchant" is jointly and severally liable towards the Carrier for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Waybill and to pay the Freight due under it without deduction or set-off. The Shipper warrants that in agreeing to the terms and conditions in this Sea Waybill, the Merchant is acting under the authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.

3. CARRIER'S TARIFF

The terms and conditions of the Carrier's applicable Tariff are incorporated into this Sea Waybill. Particular attention is drawn to the provisions concerning additional charges including demurrage, per diem, storage expense and legal fees, etc. A copy of the applicable Tariff can be obtained from the Carrier or its agent upon request and the Merchant is deemed to know and accept such Tariff. In the case of any conflict or inconsistency between this Sea Waybill and the applicable Tariff, it is agreed that this Sea Waybill shall prevail.

4. SUBCONTRACTING AND INDEMNITY

4.1 The Carrier shall subcontract on any terms whatsoever the whole or any part of the carriage, including liability to further subcontract.
4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be asserted against the Carrier, its servants, agents or subcontractors or attempts to impose upon any of them or any Vessel owned or chartered by any of them any liability whatsoever in connection with the Goods or the carriage of the Goods whether or not arising out of the negligence on the part of such Person. If any such claim or allegation should nevertheless be made, the Merchant agrees to indemnify the Carrier, its servants, agents and subcontractors, to the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for such servants, agents and subcontractors.
4.3 The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained therein shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the Vessel.
4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier or its servants, agents or subcontractors or attempts to impose upon the Carrier any liability whatsoever in connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of this Sea Waybill, whether or not arising out of negligence or misdelivery on the part of the Carrier, its servants, agents or subcontractors or attempts to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY

5.1 Port-to-Port carriage – If carriage under this Sea Waybill is Port-to-Port:
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been removed from the Vessel.
(b) This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules will apply to the extent that they are not inconsistent with the provisions of this Sea Waybill.
(c) Notwithstanding the above, in case and to the extent that the governing law, or a contractual arrangement, or custom and practice, or any court or tribunal decision extends the Carrier's period of responsibility whether in contract, tort, bailment or otherwise to all or part of a period before loading, or after unloading or discharge, then the Carrier shall have the benefit of the right of defence, immunity, limitation and liability provided for in the Hague Rules during such additional period of responsibility, notwithstanding that the loss, damage or misdelivery did not occur during the period by sea.
5.2 Combined Transport – The Carrier's liability for Combined Transport shall be as follows:
5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier is in accordance with clause 5.1 above.
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:
(a) by the provisions contained in any international convention, national law or regulation applicable to the mode of transport utilized, if such convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect to the particular stage of transport concerned, or
(b) in the absence of such international convention, national law or regulation would have been compulsorily applicable, by the contract of carriage issued by the Subcontractor carrier for that stage of transport, including any limitations and exceptions contained therein, which contract the Merchant and the Carrier shall incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be the same as those of the Subcontractor carrier, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package, or
(c) if no such contract is available, national convention, national law or regulation would have been compulsorily applicable and that the Carrier may not determine its liability, if any, by reference to the applicable Subcontractor's contract of carriage or where said Subcontractor carrier does not have a contract of carriage, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined as if the loss or damage had occurred during the Port-to-Port section of carriage as provided at 5.1 above, but in no event whatsoever shall the Carrier's liability exceed GBP 100 sterling legal tender per package.
5.2.3 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Sea Waybill is done under the Carrier's own responsibility, risk, cost and expense and the Carrier acts as agent only for the Merchant.
5.3 Delivery to Customs or Port Authorities – Where any law or regulation applicable at the Port of Discharge or Place of Delivery requires the Goods to be presented to Customs or Port Authorities to be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be delivery of the Goods. Nothing contained herein is to be deemed to make the Carrier liable for any loss of or damage to the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.

6. U.S. TRADE CLAUSE

6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and the Pomerene Act, regardless of whether the Carrier or the Merchant is a U.S. citizen. The provisions of the COGSA are incorporated herein and save as otherwise provided herein shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge as long as the Goods remain in the custody of the Carrier or its subcontractors, including cargo carried on deck. Nothing contained herein is to be deemed to constitute a surrender by the Carrier of its rights, immunities, exemptions or limitations or an increase of any of its responsibilities or liabilities under the COGSA. Except for clause 5, every other term, condition, limitation, restriction and liability whatsoever contained in this Sea Waybill shall apply to carriage under the US Trade Clause.
6.2 For limitation purposes under the COGSA, it is agreed that the meaning of the word "package" shall be any palletised and/or unitised assortment of cartons which has been palletised and/or unitised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front thereof.

7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Subject always to the Carrier's right to limit its liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be calculated by reference to the invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of such Goods at the time of loss or damage, which market value shall be determined by the Merchant. The market value of the Goods shall be fixed according to the current market price, by reference to the normal value of goods of the same kind and/or quality.
7.2 (a) If and to the extent the Hague Rules (or the Hague-Visby Rules) are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided for in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.
(b) If and to the extent the Hague Rules apply only contractually pursuant to clause 5, the Carrier's maximum liability shall in no event whatsoever exceed GBP 100 sterling legal tender per package or unit.
7.2.2 Where COGSA applies by virtue of clause 5, neither the Carrier nor the Vessel shall in any event be liable for an amount in excess of the amount provided for in clause 5.2.1 above.
7.3 The Merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods. Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the

Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.
7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country in which the Goods are to be carried, or of any other law, statute or regulation of any country of the Vessel. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.
7.5 Notwithstanding anything to the contrary herein, the Carrier shall be automatically subrogated to all rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnity immediately when requested by the Carrier.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES

The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Waybill contract or not and may include Transport of the Goods to or from any facilities used by the Carrier for loading or unloading but not limited to off-dock storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time. Advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damages or for any delay in scheduled departures or arrivals of any Vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held legally liable for any such direct or indirect or consequential loss or damage caused by such alleged delay, such liability shall in no event exceed the Freight paid for the carriage.

9. METHODS AND ROUTES OF CARRIAGE

9.1 The Carrier shall have an absolute and exclusive right to connect to the Merchant:
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, whether or not involving the transshipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sail without pilots, proceed via any route (whether or not the nearest or most direct or customary or shortest route) at any time and by any means of transport, including the Port of Discharge and/or the Port of Loading herein provided (one or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge one or more often).
(d) Any Vessel or other conveyance used by the Carrier for loading or unloading shall be named on the front hereof and not limited to the use of off-dock storage at any port;
(e) comply with any orders or recommendations given by any government or authority or any Person or body of persons or any authority or any government or authority or having under the terms of the insurance on any conveyance employed by the Carrier the right to give orders or directions.
9.2 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not the Goods are to be carried by sea. The Carrier shall be liable for unloading other goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or dunnocking, towing or being towed, assisting other vessels, making trial trips and adjusting instruments. Anything done by the Carrier or its servants, agents or subcontractors in any way arising therefrom shall be deemed to be within the contractual carriage and shall not be a deviation.

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION

10.1 Notice – loss of or damage to Goods shall be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be limited in writing and shall be filed in the United States District Court for the Southern District of New York or in any other court in or out of the route or in a contrary direction to or beyond the Port of Discharge one or more often. 10.2 Time bar – In any event, the Carrier shall be discharged from all liability if suit is not commenced within one (1) year after delivery of the Goods or the date that the Goods should have been delivered or lost or damaged during the carriage under this Sea Waybill contract, and for claims related to loss or damage during inland Transport the shortage of nine (9) months in any time limit provided for by any applicable international convention, national law, regulation or contract by virtue of clauses 5.2.2 (a) or (b). 10.3 Jurisdiction – It is hereby specifically agreed that any suit by the Merchant, and save as additionally provided below any suit by the Carrier, shall be filed exclusively in the High Court of London and English Law shall exclusively apply, unless the carriage contracted for hereunder was to or from the United States coastwise trade, in which case the law applicable in the United States District Court for the Southern District of New York and U.S. law shall exclusively apply. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in respect of any suit brought by the Merchant, and the Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed forum. In the case of any dispute relating to Freight or other sums due from the Merchant to the Carrier, the Carrier may, at its sole option, bring suit against the Merchant in the fora agreed above, or in the High Court of London and English Law, Port of Discharge, Place of Delivery or in any jurisdiction where the Merchant has a place of business.

11. MERCHANT-PACKED CONTAINERS

If a Container has not been packed by or on behalf of the Carrier:
11.1 The Merchant shall inspect the Container for suitability for carriage of the Goods before packing it. The Merchant's use of the Container shall be prima facie evidence of its being sound and suitable for use.
11.2 The Carrier shall not be liable for loss of or damage to the Goods caused by:
(a) the manner in which the Goods have been packed, stored, stuffed or secured in the Container, or
(b) the manner in which the Goods have been loaded in the Container, supplied or for carriage by Container between the Ports or Places specified herein, or
(c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, or
(d) the manner in which the Goods have been packed, stored, stuffed or secured in the Container, or
(e) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls, or
(f) the manner in which the Goods have been packed, stored, stuffed or secured in the Container, or
11.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or customarily affixed by the Carrier, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.
11.4 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and whatsoever arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, other cargo and the Vessel.

12. REFRIGERATION, HEATING, INSULATION

12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid. If a carrying temperature is noted on the front of the Container, the Carrier shall deliver the Goods to the Merchant at or above the carrying temperature from the noted temperature, and the Carrier shall exercise due diligence to maintain such supply air temperature, plus or minus 2 degrees Celsius while the Goods are in its possession. IT IS THE MERCHANT'S RESPONSIBILITY TO CHECK THE CARRIER'S RECORDING OF TEMPERATURES ON THE CONTAINER ARE AT THE REQUIRED CARRYING TEMPERATURE AND TO PROPERLY SET THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any temperature. The Carrier has the right but not the obligation to release any Container loaded by the Merchant for which the Goods are not loaded to the Container, plus or minus 2 degrees Celsius of the contracted carrying temperature.
12.2 The Merchant must take note that refrigerated Containers are not designed:
(a) to be used for the carriage of live animals, or
(b) to be used for the carriage of goods requiring a temperature higher than their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage, nor
(c) to be used for the carriage of goods which are subject to self-heating, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of any intended level of humidity inside any Container.
12.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, defrosting, stoppage of the refrigerating or any other specialised machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.
12.4 The Carrier shall not be liable for any loss or damage to the Goods arising from any operation and maintenance while in the actual possession of the Carrier. The Carrier will not accept responsibility for the recording of temperatures in any form other than any refer log book maintained on board the Vessel, or any other record, including any governmental program or protocol unless noted on the front hereof and additional Freight is paid.

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES

Inspection – The Carrier shall be entitled, but shall be under no obligation, to open and/or scan any package or Container at any time and to inspect, verify and weigh the contents without notice to the Carrier.
Special Circumstances – If it appears at any time that the Goods cannot safely or properly be carried or carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as its agent only) take any such measures as may be necessary for the safety of the Goods, and the Merchant shall be deemed to have authorised the Carrier to do so. The Carrier shall not be liable for any loss of or damage to the Goods, or to sell or dispose of them and/or to abandon the carriage and/or to store them ashore or afloat, under cover or in the open, at any place, whichever the Carrier in its absolute discretion considers most appropriate, and any sale, disposal, abandonment or storage shall be deemed to constitute due delivery under this Sea Waybill. The Merchant shall indemnify the Carrier against any additional expense so incurred. The Carrier in exercising the liberties contained in this clause shall not be under any obligation to take any particular measures and shall not be liable for any loss, delay or damage whatsoever arising from any action or lack of action under this clause.

14. DESCRIPTION OF GOODS AND MERCHANT'S RESPONSIBILITY

14.1 The Carrier shall not be liable for any loss or damage to the Goods in apparent good order and condition, except as otherwise noted, of the total number of Containers or other packages or units indicated in the box entitled "Carriers Receipt" on the front hereof.
14.2 No representation is made by the Carrier as to the weight, contents, quantity, quality, description, condition, temperature, marking, number of units, or other characteristics of the Goods, or any responsibility whatsoever in respect of such description or particulars.
14.3 The Merchant warrants to the Carrier that the particulars relating to the Goods as set out on the front hereof are true and correct and that the Merchant is the owner of the Goods and that the Merchant warrants that the Goods are safely and securely packed in the Container.
14.4 The Merchant warrants to the Carrier that the Goods are lawfully Goods, that the Goods are not contraband, drugs, other illegal substances or stowaways, and that any hazardous or potentially dangerous characteristics of the Goods have been fully disclosed by or on behalf of the Merchant and that they will not cause loss, damage or expense to the Carrier, or to any other cargo, Containers, Vessel or Person during the carriage.
14.5 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or other number and/or details of any contract to which the Carrier is not a party are shown on the front hereof, the Merchant shall be deemed to have authorised the Carrier to contract with the Merchant agrees that such particulars shall not be regarded as a declaration of value and shall in no circumstances whatsoever increase the Carrier's liability under this Sea Waybill, and the Merchant agrees to indemnify the Carrier for any increased liability so caused, including reasonable legal expenses and costs.
14.6 The Merchant shall comply with all regulations or requirements of customs, port and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses (including, without limitation, the foregoing Freight) incurred in connection with the carriage of the Goods, and shall be responsible for or address of the Goods, and shall indemnify the Carrier in respect thereof, including reasonable legal expenses and costs.
14.7 If by order of the authorities at any place, Goods are detained and/or seized and/or a Container has to be opened for the Goods to be inspected for any reason whatsoever, including but not limited to for any reason relating to the Goods, or to the Vessel, or to the Vessel's equipment, or to the Vessel's crew, or to the Vessel's liability for any loss or damage whatsoever incurred as a result of any opening, unpacking, inspection, re-packing, detention, destruction or delay, the Carrier shall be entitled to recover from the Merchant all charges, fines, costs, losses and expenses, including reasonable legal expenses and costs resulting from such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.

such action, including but not limited to any detention, demurrage and storage charges for the Goods and/or the Container.
14.8 The Carrier allows a free time for the use of the Containers and other equipment in accordance with the terms of the Contract of Carriage. The Merchant shall be liable for any detention, demurrage and storage charges for the Goods and/or the Container. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is responsible for the return of the Containers to a place of delivery in accordance with the terms of the Contract of Carriage. The Merchant shall be liable for any detention, demurrage and storage charges for the Goods and/or the Container. Free time commences from the day the Container and other equipment is collected by the Merchant or is discharged from the Vessel or is delivered to the Place of Delivery, demurrage, per diem and detention charges will be levied and payable by the Merchant thereafter in accordance with the applicable Tariff.
14.9 The Merchant shall deliver to a place nominated by the Carrier, the Containers and other equipment in like good order and condition, undamaged, empty, odor free, cleaned and with all fittings installed by the Merchant removed and without any rubbish, damage or other debris inside. The Merchant shall be liable to indemnify the Carrier for all costs incurred reinstating or replacing Containers and other equipment not returned in the condition as specified above, including the reasonable legal expenses and costs of recovering the costs incurred and interest thereon.

15. DANGEROUS OR HAZARDOUS GOODS

15.1 The Carrier will not accept any Goods of a dangerous or hazardous nature without prior written notice of their full and true particulars and the Carrier's written approval to carry them. When the Merchant delivers Goods of a dangerous or hazardous nature to the Carrier, the Merchant shall fully inform the Carrier in writing of the precise and accurate details of the Goods, and special precautions or handling required for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside packaging inside the Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention.
15.2 The Merchant shall be fully liable for any claims and shall indemnify and defend the Carrier, its servants, agents and subcontractors and any third party for all loss, damage, delay, personal injury, death or expenses including fines and penalties, and all reasonable legal expenses and costs caused to the Carrier, the Vessel, any cargo, and other property, whether on board or ashore, arising from such Goods and/or from the breach of clause 15.1, whether or not the Merchant was aware of the nature of such Goods.
15.3 Nothing contained in this clause shall deprive the Carrier of any of its rights provided for elsewhere.

16. FREIGHT AND CHARGES

16.1 Freight has been calculated on the basis of the Shipper's particulars and if such particulars are incorrect, the Merchant shall be liable for the additional Freight payable, the Merchant shall be liable therefor and also for any expense thereby incurred.
16.2 All Freight is earned and due upon receipt of the Goods by the Carrier, whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship and/or cargo, and to be paid to the Carrier by the Merchant, whether or not the Merchant was aware of the nature thereof and the marking must comply with the requirements of any applicable regulations, including regulations contained in any relevant international treaty or convention.
16.3 Every Person defined as "Merchant" in Clause 1 shall be jointly and severally liable to the Carrier for all obligations and duties of the Merchant under this contract of carriage, whether or not such Person is a party to this contract of carriage. Any Person engaged by the Merchant to perform forwarding services with respect to the Goods shall be considered to be exclusively the Merchant's agent for all purposes, and any payment of Freight or other sums due to the Carrier by such Person shall be deemed to be payment by the Merchant to the Carrier in the payment of Freight.

17. CARRIER'S LIEN

THE CARRIER, ITS SERVANTS OR AGENTS SHALL HAVE A LIEN ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR FREIGHT AND FOR GENERAL AVERAGE CONTRIBUTIONS TO WHICH THE CARRIER IS ENTITLED. THE CARRIER'S LIEN SHALL ALSO EXTEND TO THE LIEN AGAINST THE MERCHANT ON THE GOODS AND ANY DOCUMENT RELATING THERETO FOR ALL SUMS DUE FROM THE MERCHANT TO THE CARRIER UNDER ANY OTHER CONTRACT. The Carrier may exercise its lien at any time and in any place in its discretion, through the action of any agent or Subcontractor, whether or not the contractual carriage is completed or not. The Carrier's lien shall also extend to cover the cost and legal expense of recovering any sums due. The Carrier shall have the right to sell any Goods listed by public auction or private treaty, without notice to the Merchant. Nothing herein shall prevent the Carrier from recovering from the Merchant the difference between the amount due to the Carrier and the net amount realised by such sale.

18. OPTIONAL STOWAGE, DECK CARGO AND LIVESTOCK

18.1 Goods, whether packed in Containers or not, may be carried on deck or under deck without notice to the Merchant unless it is specifically stipulated on the front hereof that the Containers or Goods will be carried on deck or under deck. The Carrier shall be liable for any loss or damage to the Goods in respect of such on-deck carriage. Save as provided in clause 18.2 such Goods (except livestock) carried on or under deck and whether or not stated to be carried on deck shall participate in general average and shall be deemed to be within the definition of Goods for the purpose of the Hague Rules and to be subject to any applicable legislation and shall be carried subject to such Rules or Act, whichever is applicable.
18.2 Goods which are out of gauge and/or are stowed on or in open top containers, flatracks or platformracks shall be carried on deck or under deck. The Carrier shall be liable for any loss or damage to the Goods on deck or under deck, are carried under any responsibility whatsoever on the part of the Carrier for loss or damage of whatsoever nature or delay arising during the carriage whether caused by unseaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

19. MATTERS ADVERSELY AFFECTING CARRIER'S PERFORMANCE

19.1 If at any time the performance of the Carrier is likely to be affected by such hindrance, risk, danger, delay, difficulty or disadvantage of whatsoever kind and however arising which cannot be avoided by the Carrier by the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage are not caused by the Carrier or its servants, agents or subcontractors) and the Carrier has been notified of such hindrance, risk, danger, delay, difficulty or disadvantage, the Carrier may at its sole discretion and without notice to the Merchant and whether or not the carriage is commenced either:
(a) carry the Goods to the Port of Discharge or Place of Delivery, whichever is applicable, by an alternate route to that indicated in this Sea Waybill or to such place which is usual for Goods consigned to that Port of Discharge or Place of Delivery; or
(b) suspend the carriage of the Goods and store them ashore or afloat upon the terms and conditions of the contract of carriage, and the Carrier shall be deemed to have accepted such suspension, but the Carrier makes no representations as to the maximum period of suspension; or
(c) abandon the carriage of the Goods and place them at the Merchant's disposal at any place or port with the consent of the Merchant, and the Carrier shall be deemed to have accepted such suspension, but the Carrier makes no representations as to the maximum period of suspension; or
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