



**MEDITERRANEAN SHIPPING COMPANY S.A.**

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

SCAC Code: MSCU

**BILL OF LADING No. MEDUL6759178**  
**NON-NEGOTIABLE COPY**

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

NO. & SEQUENCE OF ORIGINAL B/L's  
0/ZERO

NO. OF RIDER PAGES  
NIL

SHIPPER:  
AGRICOLA CERRO PRIETO SA  
RUC: 20461642706 CAL. DEAN VALDIVIA 111 INT. 601 SAN ISIDRO  
LIMA - PERU  
CTC: MARLENE GALLARDO AYLON  
PH: 51 1 6193900 / MGALLARDO@ACPAGRO.COM

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)  
FCL/FCL Special contract: R08719040000014  
Lloyds/Imo number = 9227302  
SHIPPER DECLARES THAT ANY APPLICABLE WOOD PACKAGING MATERIALS COMPLY WITH ISPM 15 REGULATIONS. FAILURE TO COMPLY WILL RESULT IN CONTAINERS BEING RETURNED TO LOAD PORT OR CARGO DESTROYED - ALL COSTS, FINES, PENALTIES, WILL BE FOR SHIPPERS ACCOUNT.

CONSIGNEE: This B/L is not negotiable unless marked "To Order" or "To Order of..." here.  
RIO VISTA VENTURES  
15651 OLD MILKY WAY ESCONDIDO, CA 92027 USA  
CTC: JULEE MATSUMOTO / LYNDANETTE CENTENO / DENISE FLORES PH: 00 1 213 627 2900 FAX: 00 1 213 627 0230  
E-MAIL: IMPORT@GIUMARRA.COM - GROWERACCOUNTING@GIUMARRA.COM\*

"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>"

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20)  
J&K FRESH EAST  
399 MARKET STREET, SUITE 220 PHILADELPHIA, PA 19106 USA  
CTC: IMPORT  
PH: 00 1 610 994 5060 FAX: 00 1 610 362 1201  
EMAIL: DOCS@JKFRESHEAST.COM

VESSEL & VOYAGE NO. (see Clauses 8 & 9)  
MSC KATYA R. NQ228R

PORT OF LOADING  
PAITA

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

BOOKING REF. (or) SHIPPER'S REF.  
087LIM486643

PORT OF DISCHARGE  
PHILADELPHIA

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

**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 Bill of Lading Rider page(s), if applicable)	Gross Cargo Weight	Measurement
MEDU9632752/40'HR TARE: 4400 kg Seal:FJ14525169 Seal:002AU158712 Seal:107052 Seal:0010413  TOTAL TARE: 4400.00 kg	1 x 40' CNTR(S) 1920 BOXES WITH FRESH AVOCADOS VARIETY HASS 1920 CAJAS CON PALTAS FRESCAS VARIEDAD HASS P.A.: 0804.40.00.00 TR: JG1M17BPK0 / 8401868487 / 8401863744 SE EMBARCAN PALTAS EN 20 PALLETS CHEP B4840A TEMPERATURE: 6 C FDA: 19265592090  *julee.matsumoto@giumarra.com  THE REEFER TEMPERATURE TO BE SET AT 6 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS 1920 BOXES Temp. 6C	24580.000 kg	
<b>TOTALS:</b>		<b>24580.000 kg</b>	

**FREIGHT & CHARGES** Cargo shall not be delivered unless Freight & Charges are paid (see Clause 16).  
BUNKER RECOVERY CHARGE - USD 1258.00 - PREP  
CARRIER SECURITY FEE - USD 11.00 - PREP  
CHASSIS USAGE CHARGE - USD 125.00 - COLL  
SEAFREIGHT - USD 7053.00 - PREP  
LOW SULPHUR FUEL CONTRIBUTION - USD 100.00 - PREP  
PANAMA CANAL EMERGENCY SURCHARGE - USD 30.00 - PREP  
ISPS - INTERN. SHIP AND PORT SECURITY CHARGE - USD 18.00 - COLL  
WHARFAGE - USD 75.00 - COLL

RECEIVED by the Carrier 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 and conditions hereof from the Place of Receipt or Port of Loading to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS BILL OF LADING THE MERCHANT EXPRESSLY ACCEPTS AND AGREES TO ALL THE TERMS AND CONDITIONS, WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS SIDE AND ON THE REVERSE SIDE OF THIS BILL OF LADING AND THE TERMS AND CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE MERCHANT.

If this is a negotiable (To Order / of) Bill of Lading, one original Bill of Lading, duly endorsed must be surrendered by the Merchant to the Carrier (together with outstanding Freight and charges) in exchange for the Goods or a Delivery Order. If this is a non-negotiable (straight) Bill of Lading, the Carrier shall deliver the Goods or issue a Delivery Order (after payment of outstanding Freight and charges) against the surrender of one original Bill of Lading or in accordance with the national law at the Port of Discharge or Place of Delivery whichever is applicable.

IN WITNESS WHEREOF the Carrier or their Agent has signed the number of Bills of Lading stated at the top, all of this tenor and date, and wherever one original Bill of Lading has been surrendered all other Bills of Lading shall be void.

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  
PAITA, 18/07/2022

SHIPPED ON BOARD DATE  
18/07/2022

# MSC MEDITERRANEAN SHIPPING COMPANY S.A.

# CONTRACT OF CARRIAGE

Terms and conditions of MSC Mediterranean Shipping Company S.A. Contract of Carriage continued from the front page.

## 1. DEFINITIONS

The following definitions shall apply in this Bill of Lading:  
**Carrier:** means MSC Mediterranean Shipping Company S.A.  
**COGSA:** means the U.S. Carriage of Goods by Sea Act, 1924.  
**Combined Transport:** arises if the Carrier has indicated a Place of Receipt and/or a Place of Delivery on the front hereof in the relevant spaces. Combined Transport consists of a Port-to-Port carriage and an 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.  
**Costs:** includes the freight and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Bill of Lading, including storage, port, demurrage, and damage.  
**Goods:** includes the whole or any part of the cargo carried under this Bill of Lading, including any packing, packaging materials and loose containers or less than Containers.  
**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 signed 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 to the Hague-Visby Rules to this Bill of Lading and they shall apply only when contractually applicable to the contract of carriage.  
**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 Bill of Lading, the receiver of the Goods and any Person acting in behalf of this Person.  
**Person:** includes an individual, 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.  
**US Coast Act:** means the United States Federal Bill of Lading Act, 1916 49 U.S.C. 801 or any amendments thereto.  
**Port-to-Port carriage:** means carriage between the Port of Loading and the Port of Discharge.  
**Transport Operator:** includes the owner, charterer and operators of the vessel(s) and/or vessel(s) other than the Carrier, as well as stevedores, terminal and garage operators, road and rail transport operators, warehousemen and any independent contractors employed by the Carrier performing the carriage and any direct or indirect Subcontractors, servants and agents thereof, whether in direct contractual privity with the Carrier or otherwise.  
**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

The contract evidenced by this Bill of Lading is between the Carrier and the Merchant. Every Person defined as "Merchant" is jointly and severally liable towards the Carrier for all the undertakings, responsibilities and obligations of the Merchant under or in connection with this Bill of Lading and to pay the Freight due under it without deduction or set-off. The Merchant warrants that in agreeing to the terms and conditions in this Bill of Lading, he is the owner of the Goods or is the duly authorized agent of the Goods or of the Person entitled to the possession of the Goods or of this Bill of Lading.

## 3. CARRIER'S TARIFF

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

## 4. SUBCONTRACTING AND INDEMNITY

4.1 The Carrier shall be entitled to sub-contract on any terms whatsoever the whole or any part of the carriage, including liability to further sub-contract.  
4.2 The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any servant, agent, or Subcontractor of the Carrier which imposes 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 carriage of the Goods or the performance of the contract of carriage, or 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 against all consequences thereof. Without prejudice to the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions of the Carrier's applicable Tariff and this Bill of Lading, including but not limited to, clause 4.3. The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained herein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the Vessel.  
4.3 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person which imposes 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 the Carrier's applicable Tariff and this Bill of Lading, including but not limited to, clause 4.3. The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained herein, shall extend to all claims or allegations of whatsoever nature, to indemnify the Carrier against all consequences thereof.

## 5. CARRIER'S RESPONSIBILITY

5.1 **Port-to-Port carriage** - If carriage under this Bill of Lading is Port-to-Port:  
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence at the time the Goods are loaded on board the Vessel and shall end when the Goods have been discharged from the Vessel.  
(b) This Bill of Lading 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 this Bill of Lading.  
(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 whatsoever in connection with the carriage of the Goods, or the performance of the contract of carriage, or the period after discharge, including for misdelivery, then Carrier shall have the benefit of every right, 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 carriage by the Carrier.  
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 as provided in clause 5.1.  
5.2.2 Where the loss or damage occurred during Inland Transport, the liability of the Carrier shall be determined:  
(a) if the provisions contained in any international convention, national law or regulation applicable to the means 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) where no 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 expressly incorporate by reference. If no such contract is made, the liability shall be determined by 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 any court shall determine that no international convention, national law or regulation would have been compulsorily applicable to the particular stage of transport, the liability shall be determined by 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 liability shall be determined by 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.  
(d) If the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be presumed to have occurred during the Port-to-Port section of carriage and the Carrier's liability shall be determined as provided at 5.1, above.  
5.2.3 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Bill of Lading shall be subject to the Merchant's own responsibility, time, risk and expense and the Carrier acts as agent only for the Merchant.

## 5.3 Delivery to Customs or Port Authorities

5.3.1 Where the loss or damage occurred during the Port of Discharge or the Port of Loading, the liability of the Carrier shall be determined as provided at 5.1, above.  
5.3.2 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Bill of Lading shall be subject to the Merchant's own responsibility, time, risk and expense and the Carrier acts as agent only for the Merchant.  
5.3.3 **Delivery to Customs or Port Authorities** - Where any law or regulation applicable at the Port of Discharge or Place of Delivery provides that delivery of the Goods to the Merchant shall or may be required 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 lawful delivery of the Goods by the Carrier to the Merchant and the Carrier shall be 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.

## 6. US TRADE CLAUSE

6.1 Notwithstanding the provisions of clause 5, for carriage to or from any part of the United States, its territories or possessions, or if such is brought in the United States, this Bill of Lading shall have effect subject to the provisions of the COGSA and to the provisions of the Pomerene Act regardless of whether said Act would apply of its own force. 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 Subcontractors, including cargo carried on deck, including contained herein to be deemed a carrier by the Carrier, its employees, employees or limitations of an increase of any of its responsibilities or liabilities under the COGSA, except for clause 5, every other term, condition, limitation, defence and liability whatsoever contained in this Bill of Lading shall apply to carriage in the US.  
6.2 For limitation purposes under the COGSA, it is agreed that the meaning of the word "package" in any palletised and/or unladen assemblage of cartons which has been palletised and/or utilised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof, shall be deemed to be a package.  
6.3 For limitation purposes under the COGSA, it is agreed that the meaning of the word "package" in any palletised and/or unladen assemblage of cartons which has been palletised and/or utilised for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the front hereof, shall be deemed to be a package.

## 7. COMPENSATION AND LIABILITY PROVISIONS

7.1 The Carrier shall be liable for compensation 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 the invoice value is not borne, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to 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 Hague-Visby Rules are compulsorily applicable to this Bill of Lading by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for loss of or damage to the Goods shall be limited to the amount provided for in the 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 liability for loss of or damage to the Goods shall be limited to the amount provided for in the Hague Rules, whichever are compulsorily applicable.  
7.2.2 Where COGSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall in any event be 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 the invoice value is not borne, such compensation shall be calculated by reference to the market value of such Goods at the place and time they are delivered or should have been delivered to 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.  
7.3 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 Bill of Lading 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 Bill of

Lading and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Bill of Lading. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.

7.4 Notwithstanding the provisions of this clause, the Carrier shall be liable to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability applicable by any applicable laws, statutes or regulations of any country or which would have been applicable in the absence of any of the terms set out in this Bill of Lading. The Carrier shall have the benefit of the said laws, statutes or regulations as if it were the owner of the Vessel.  
7.5 When any claim is paid by the Carrier to the Merchant, 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

8.1 The scope of the voyage contract for the Goods includes usual or customary or advertised ports of call whether named in this Bill of Lading contract or not and may include transport of the Goods to or from any facilities used by the Carrier as part of the carriage, including 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, or to provide any particular Vessel, date or time, or to provide any particular 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 conveyance used to transport the Goods, or for any delay in the performance of the contract of carriage. The Carrier shall 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 may at any time and without notice to the Merchant:  
(a) use any means of transport or storage whatsoever;  
(b) load and unload the Goods to or from 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, even though transhipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;  
(c) sail without pilot or proceed by any route (whether or not the nearest or most direct or customary or advertised route) at any speed and proceed to, return to and stay at any port or place whatsoever (including the Port of Loading herein provided) once or more often, and in any order in or out of the United States of America, in which case the Carrier shall be deemed to have accepted the Goods (a) load and unload the Goods at any place or port (whether or not any such port is named on the front hereof and not limited to the use of off-dock storage at any port);  
(d) the liberties set out in clause 9.1 may be exercised by any government or authority or any Person or body purporting to act as or on behalf of such 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;  
(e) the Carrier may at any time and without notice to the Merchant, and for claims relating to loss or damage whether or not connected with the carriage of the Goods, including but not limited to loading or unloading of the Goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or drydocking, towing or being towed, assisting other vessels, making tank trips and adjusting insurance, the Carrier may, in addition to the provisions of clause 9.1, at any time and without notice, 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 of loss 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 days after delivery to the Carrier or its agent. Claims shall be submitted in writing to the Merchant to the Carrier's agent at the Port of Discharge.  
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 for carriage under this Bill of Lading, or the date of the loss or damage, whichever is later, or the date of damage during Inland Transport the shorter of nine (9) months or 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) shall apply.

## 10.3 JURISDICTION

10.3.1 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 of America, in which case the law applicable in the United States of America (including the several States 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 incurred by the Carrier and its agent in connection with the carriage of the Goods, or the performance of the contract of carriage, or the negligence on the part of such Person, which imposes 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 the Carrier's applicable Tariff and this Bill of Lading, including but not limited to, clause 4.3. The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained herein, shall extend to all claims or allegations of whatsoever nature against other Persons chartering space on the Vessel.  
10.3.2 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier by any Person which imposes 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 the Carrier's applicable Tariff and this Bill of Lading, including but not limited to, clause 4.3. The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained herein, shall extend to all claims or allegations of whatsoever nature, to indemnify the Carrier against all consequences thereof.

## 11. MERCHANT-PACKED CONTAINERS

11.1 If a Container has not been packed by or on behalf of the Carrier:  
11.1.1 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, stowed, stuffed or secured in the Container, or (b) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or (c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, provided that, if the Container has been supplied by or on behalf of the Carrier, this shall not be a defence or defence in mitigation of the Carrier's liability, and the Carrier shall be liable to the time when the Container was packed, or (d) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or (e) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or (f) the manner in which the Goods have been packed, stowed, stuffed or secured in the Container, or (g) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration controls thereof, 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