Network Shipping LTD
FMC NO. 0090630

MASTER BILL OF LADING

COPY NON NEGOTIABLE

Shipper
WESTFALIA FRUIT PERU SAC
RUC:20600876491
BENAVIDES NRO. 768 INT. P6.
MIRAFLORES - LIMA TEL:+51 1243 7840
FAX: +51 1243 7840

BL Number NQSH33522DV25112 | **Booking Number** BN4036

Shipper's Reference
BK:BN4036
CONTRACT NUMBER:SB-729

Consignee
WESTFALIA FRUIT MARKETING
1901 Eastman Ave
Oxnard, CA 93030

Notify Party
J&K Fresh, LLC
19210 S. Vermont Ave. Bldg E
Gardena, CA 90248
USA

Forwarding Agent (Name and Address)

Vessel	Voyage No.	Port Of Loading	Place of Delivery
DM PRIDE	V26 2023 NB-570	Paita (PEPAI) - PE	Oxnard (California - United States) (USOXN)
Type of movement PortToDoor		**Port Of Discharge** Port Hueneme (USNTD) - US	**Place of Receipt**

Marks and Numbers	Description of packages and goods	Gross Weight	Volume
Cont. BMOU9331758 40 HIGH CUBE REEFER (9-6) Seal. # 002AR044419 Seal. # 011LA190001 Seal. # 354382 Tare Weight: 4460.00 kg	1320 Box(es) 1X40HC RH OPERATING REEFER CONTAINER S.T.C.: 1320 BOXES WITH FRESH AVOCADOS VARIETY HASS (1320 CAJAS CON PALTA FRESCAS VARIEDAD HASS) P.A.: 0804.40.00 HS CODE: 080440 PO# 2023PE016 Thermographs : 6635963 - 6822017 FLETE COLLECT NOTES SHIPPER: CONTACT: GLORIA FIGUEROA FIGUEROA CORREO:GLORIA.FIGUEROA@WESTFALIAFRUIT.COM NOTES CONSIGNEE: Attention: Jesus Barajas Phone: 805-212-7236 Email: jesus.barajas@westfaliafruit.com NOTES NOTIFY: Attention: Jessica Perez Phone: 310-419-8770 Email: jessica@jkfresh.com Temperature: 6.00 ºC Vent: CLOSED CO_2: 8.00 % O_2: 12.00 % Humidity: OFF Controlled atmosphere: YES EXPRESS RELEASE. SHIPPER´S LOAD, STOW, COUNT, WEIGHT & SEAL	22570.000 kg	0 m3
Total Cargo	**1320 Piece(s)**	**22570.000 kg**	**0 m3**

Carrier Has a policy against payment, solicitation, or receipt of any rebate, directly or indirectly, which would be unlawful under the United State Shipping Act, 1984 as amended.
DECLARED VALUE _____ READ CLAUSE 29 HEREOF CONCERNING EXTRA FREIGHT AND CARRIER'S LIMITATIONS OF LIABILITY.

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Unit type	Item	Unit price	Qty	Prepaid	Collect
40 high cube reefer (9-6)	On Carriage (USD)	$800.00	1		$800.00
40 high cube reefer (9-6)	Control Atmosphere (USD)	$1500.00	1		$1500.00
Bill of lading	Bill of Lading Fees (USD)	$90.00	1		$90.00
40 high cube reefer (9-6)	BAF HAMMERHEAD (USD)	$383.00	1		$383.00
40 high cube reefer (9-6)	Ocean Freight (USD)	$3767.00	1		$3767.00
40 high cube reefer (9-6)	LSF (USD)	$150.00	1		$150.00
40 high cube reefer (9-6)	OTHC (USD)	$190.00	1		$190.00
40 high cube reefer (9-6)	DTHC (USD)	$250.00	1		$250.00
40 high cube reefer (9-6)	Pluggins (USD)	$125.00	1		$125.00
Grand Total (USD)					**$7255.00**

Freight rates, charges, Weight and/or measurements subject to corrections

Received by the Carrier the Goods as specified above in apparent good order and condition unless otherwise started, to be transported to such place as agreed, authorized or permitted herein and subject to all the terms and conditions appearing on the front and reverse of this Bill of Lading to which the Merchant agrees by accepting this Bill of Lading, and local privileges and customers not withstanding. The particulars given above as stated by the shipper and the weight, measure, quantity, condition, contents and value of the Goods are unknown to the Carrier, In witness whereof three (3) original Bills of Lading have been signed if not otherwise stated above, the same being accomplished the other(s), if any, to be void. If required by the Carrier one (1) original Bill of Lading must be surrendered duly endosed in exchange for the Goods or delivery order. Limitation on carrier's liability/shippers's ad valorem option. The Carrier in shall in no event be or become liable for any loss or damage to or in connection with the transportation of Goods in an amount exceeding US$500 per package, or in the case of goods not shipped in packages per customary freight unit, or the equivalent of that sum in other currency (or such other limitation imposed by a Carriage of Goods by Sea Act, statute or law in force according to the provisions hereof) unless the nature and value of such goods have been declared by the Merchant before shipment and inserted in the bill of Lading, Such declaration of value shall not, however, by conclusive on the Carrier for purposes of determining the extent of the Carrier's liability.
If the Merchant desires to be covered for a valuation in excess of said US$500 per package or customary freight unit or any other applicable limitaiton, the Merchant must so stipulate in this Bill of Lading and such additional liability only will be assumed by the Carrier upon payment of the Carrier's ad valorem freight charge, Declared Cargo Value US$ _____If Merchant enters a value, Carriers limitation of liability shall not apply and the ad valorem rate will be charged. Carrier hereby undertakes to carry out, at the request of shipper, cold treatment of goods, which undertaking shall be totally separate from and fall outside the scope of carriers undertaking to carry goods under this bill of lading and for which a fee shall be separately charged. Cold treatment shall be performed by carrier but at risk of the shipper/consignee. Carrier undertaking for cold treatment of goods is strictly limited to exercise due diligence to provide properly approved containers and temperature measuring and recording devices as well as to monitor cold treatment procedure. Carrier is not responsible for a failure of the cold treatment as consequence of an incorrect placement of the cold treatment probes that is a responsibility of the peruvian national agrarian sanity authority (SENASA). Carrier upon exercise due diligence shall be fully released and discharged from any obligation and responsibility in respect of and for outcome of cold treatment. Shipper / consignee hereby undertakes to hold harmless and indemnify carrier for any and all consequences arising from or out of goods being subject to cold treatment. Additionally, shipper / consignee agrees to instruct new destination of cargo within the next 7 days after rejection/failure of the cold treatment.

SIGNATURE BY_____NETWORK SHIPPING LTD, INC.
AGENT FOR THE CARRIER

Shipper Signature/date

By: **Network Shipping LTD**
Agent for the carrier

19/Jun/2023	**BL Number**	**19/Jun/2023**
Shipped on board date	NQSH33522DV25112	Date of issue

IN ACCEPTING THIS BILL OF LADING, the Merchant agrees to be bound by all of its terms, conditions and limitations, as well as the provisions of Carrier's applicable Tariff, which shall be considered incorporated herein as if set forth at length and which with these terms, conditions and limitations, shall govern the relationship between the Merchant, as defined below, and NETWORK SHIPPING, and the Owner, Operator, Charterer and/or Demise Charterer of the ocean vessel. The names of the Owner, Operator, Charterer and/or Demise Charterer may be obtained from the Carrier's Agent or from Lloyd's Registe The Carrier shall have the right, without notice, to ship Goods on a substitute vessel or other watercraft of this or any other carrier or by any other mode of transport.

1. Clause Paramount. For carriage to or from or through any port of the United States or its territories or possessions, this bill of lading shall have effect subject to the provisions of the U.S. Carriage of Goods by Sea Act, 1936 ("COGSA"). If this Bill of Lading is issued for carriage other than stated above, then this Bill of Lading shall have effect subject to the provisions of the Hague Rules contained in the International Convention for Unification of Certain Rules Relating to Bills of Lading, dated Brussels, August 25, 1924, as enacted in the country of shipment, or if no such enactment is compulsorily applicable, the provisions of said Convention shall apply by agreement. The provisions of COGSA, such enactment or said Convention, whichever may be applicable, are hereby incorporated herein and shall apply throughout the entire time the Goods are in the Carrier's custody, including before loading and after discharge and for as long as the Goods remain in the custody of the Carrier or its contractors and/or subcontractors or any party engaged by them to effect the carriage contracted for herein. Nothing herein contained is to be deemed a surrender by the Carrier of its rights, immunities, exemptions or limitations, nor an increase of any of its responsibilities or liabilities under COGSA, said enactment or the Convention.

2. Definitions. In this bill of lading, the word: **Vessel**: Shall include the vessel named herein or any substituted vessel, feeder vessel, lighter or other watercraft utilized by the Carrier. **Carrier**: Shall include NETWORK SHIPPING, the vessels, their owners, charterers, operators and demise charterers. The term Carrier shall also include any Participating Carrier (as defined herein) unless otherwise noted. **Merchant**: Shall include the Shipper, Consignee, holder of this Bill of Lading, the receiver of the Goods, the owner of the Goods, any freight forwarder and Non-Vessel Owning Common Carrier ("NVOCC") which is named as "Shipper" on this Bill of Lading and/or any of their respective agents as well as any person claiming ownership, title or right to possession of the Goods carried hereunder. **Goods**: Shall include the merchandise and articles of any kind carried pursuant to this Bill of Lading, including commercial Goods, packing or packaging materials and Merchant owned or leased containers of every description. **Charges**: Shall include the freight and all expenses and money obligations whatsoever payable by the Goods or Merchant to the Carrier in connection with the contracted for carriage and for the use of equipment or facilities in connection with the contracted for Carriage. Charges shall include charges for container demurrage, detention and any other charge incurred as a result of the container or Goods remaining in the care and custody of Carrier in excess of allowed free time as provided by the tariffs, regulations and/or custom of the Carrier, port or terminal. **Package**: Shall include any container, tank-tainer, van, trailer, pallet, skid or cradle used to consolidate or unitize the Goods for carriage. In the event that both the number of cartons as well as the number of "pallets" or "skids," are listed on the face hereof, it is specifically agreed between the Merchant and Carrier that the number of "pallets" or number of "skids" will constitute the Package, for limitation purposes. In the event that this Bill of Lading is issued for the carriage of motorized vehicles of any type or nature, the individual motor vehicle shall be considered to be the package for limitation purposes. (See Clause 14). Carrier shall not be responsible for Goods or cargo packed or loaded into motor vehicles. **Participating Carrier**: Shall mean any other land, sea or air carrier performing any part of the carriage hereunder, including intermodal transport described on the face hereof and shall include any and all slot charter partners or vessel sharing contractors and any subcontractors engaged by said Participating Carriers. **Government and Authorities:** Shall include the United Nations, the European Union and any similar international organization, as well as any sovereign state or political subdivision thereof, port authority, customs official and any person or entity acting or purporting to act for any such Government or Authori **At the risk and expense of the Goods**Or any like terms shall include, in addition, at the risk and expense of the Merchant.

3. Defenses Extended to Subcontractors and Others. Limitation of Action. It is agreed by the Carrier and the Merchant that the Vessel named herein, or any substitute or other vessel or watercraft, and the Master, crewmembers, servants and agents of the Carrier and all or any subcontractors of the Carrier, including any Participating Carriers, performing any part of the carriage or service contracted for in this Bill of Lading, as well as (but not limited to) any agents, co-loaders, forwarders, stevedores, terminals, security services, truckers, rail earners or warehouses used by the Carrier or Participating Carrier to perform any part of this contract and their servants, agents, or any subcontractors appointed by any of the parties so mentioned, shall each be a beneficiary of this contract and shall be entitled to all the exemptions, immunities and defenses, limitations of liability and time to sue limitation and other benefits which the Carrier has under this bill of lading, its tariffs, U.S. COGSA or under any law compulsorily applicable to this bill of lading and all such persons shall be deemed to be third-party beneficiaries of this bill of lading contract. In the event that the Goods being shipped under this Bill of Lading are received by a Participating Carrier which is subject to the U. S. Carmack Amendments, then the Merchant's acceptance of this Bill of Lading represents the Merchant's agreement that it has been offered full liability coverage under said Carmack Amendments and has refused same. By entering into this Bill of Lading contract, Merchant agrees that any claim or action seeking damages for the loss or damage of Goods carried hereunder shall be lodged and brought only against the Carrier. Merchant agrees not to bring suit against any agent, sub-contractor or Participating Carrier performing any part of the contracted for carriage and further agrees that in the event Merchant violates this provision, Carrier shall be awarded its legal fees and expenses incurred in enforcing this provision.

4. Right to Carry Goods On Deck, Deck Cargo. Carrier shall have the right to stow Goods in containers, tank-tainers, vans or trailers of any type or description and to carry containers, tank-tainers, vans, trailers, trucks or rolling equipment, heavy cargo, out of gauge cargo, yachts and hazardous cargo on deck of any vessel without notice to the Merchant and if carried on deck, such cargo shall, by this contract, be subject to the limitations, defenses and exemptions from liability of COGSA, the enactment or Convention which is applicable under Clause 1 hereof, notwithstanding any exclusion of on deck cargo therein. The Carrier shall not be required to specially note any statement of such deck carriage on this bill of lading, any custom to the contrary notwithstanding. With respect to Goods carried on deck and stated herein to be so carried, all risks of loss or damage inherent in such carriage shall be borne by the Merchant, reserving to the Carrier the right to invoke the limitations, defenses and exemptions from liability contained in U.S. COGSA and/or by contract. Carrier cannot guarantee or contract to carry cargo under deck and any prior agreement or undertaking to do so is void.

5. Merchant's Responsibility. The Merchant guarantees the accuracy of the particulars furnished to the Carrier by the shipper, including weight and measurement and the type of package actually shipped in a sealed container. The Merchant warrants that the Goods are safely and securely packed in containers and warrants that it has fully disclosed the number of packages packed by it or its agent inside the container and agrees that the "package" for limitation purposes, if any, shall include any palletized and/or unitized assemblage of cartons which has been palletized and/or unitized for the convenience of the Merchant, regardless of whether said pallet or unit is disclosed on the face hereof. Merchant further warrants that it has ascertained and fully disclosed on the face hereof in the Particulars any hazardous or potentially dangerous characteristics of the Goods. The Merchant warrants that any Merchant loaded and sealed container tendered to the Carrier is in conformity with all applicable international and/or national laws or regulations relating to the safe and proper carriage of hazardous cargo and/or containerized cargo and that any packing material, including skids or pallets, are free from insect infestation.

6. Containers Stuffed by Merchant. The Carrier shall not be responsible for the safe and proper stowing of Goods in containers if such containers are loaded with Goods by the Merchant or its agents, consolidators or inland carrier. No responsibility shall attach to the Carrier for any loss or damage caused to Goods by shifting, overloading or improper packing of containers. Containers not loaded by the Carrier, shall be properly sealed and the seal identification reference, as well as the container reference, shall be shown on the face hereof. The Merchant, or its agent, shall inspect Carrier provided containers before loading. Loading of any Carrier provided containers by Merchant or its agents shall be prima facie evidence that the container is in all respects clean, sound, watertight, free of harmful odors and suitable for shipment of the Goods described herein. The Merchant agrees to be liable for and shall indemnify and hold harmless the Carrier and the Carrier shall have a lien on the Goods for any kind of property damage or personal injuries caused by the contents of said container(s) at any time, to property (including other cargo and containers on board the Vessel) or to persons and also for any loss, damage, delay, or expense whatever including legal fees and expenses, resulting from any failure of the Merchant, or its agents, to comply with provisions of this paragraph or of Paragraph 5, above.

7. Duration of Liability, Port-to-Port Transport, Reconditioning of Goods and Repair of Containers. Carrier's Lien. The Carrier's custody or responsibility for Goods shall not commence until the Goods are received by the Carrier at port of loading or place of receipt, if intermodal carriage is contracted for, regardless of whether a dock receipt is issued on behalf of the Carrier. Delivery of Port-to-Port shipments shall take place when the Goods are discharged onto a safe or customary wharf, craft or other landing place. The Merchant shall check Vessel's arrival with Carrier's agent and be ready to take delivery as soon as Goods are landed, including Saturdays, Sundays and holidays. Carrier shall not be responsible for failure to notify Merchant of Vessel's or Good's arrival. Where Goods are, according to regulation or custom of the discharge port, turned over to port authorities or stevedores or watercraft not employed by Carrier, delivery to such authorities, stevedores or watercraft shall be considered final delivery to Merchant. If the Merchant fails to take delivery of the Goods as provided herein, containers may be unstuffed and the Goods stored at the risk and expense of the Goods and may, at option of the Carrier, be deemed abandoned and thereafter, sold for the account of whom it may concern. The Merchant shall be liable for and shall indemnify the Carrier and Vessel and the Carrier shall have a lien on the Goods or their proceeds for all expenses associated with the care, carriage and delivery of the Goods under this contract, including but not limited to expenses for storage, sale, coopering, repairing, fumigating, repacking or reconditioning the Goods. Carrier shall also have a lien on the Goods for all expenses incurred in repairing containers damaged while in the custody of the Merchant and for demurrage or detention charges, terminal storage charges and for all legal fees and expenses incurred in connection with the enforcement of any provision of this Bill of Lading. The Carrier's lien shall survive delivery of the Goods and may be enforced by private or public sale without notice.

8. Scope of Voyage. Delay. Consequential Damage. The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this contract or not. The Carrier is at liberty and Merchant agrees that the Vessel may call at any port upon inducement. The Carrier does not undertake to load, carry, or discharge cargo on or by any particular vessel, date or time. Advertised sailings and arrivals are only estimated, without guarantee and such schedules may be advanced or delayed without notice. In no event shall the Carrier be liable for any consequential damages or for any delay in scheduled departures or arrivals of any vessel or other conveyances used to transport the Goods by sea, land or air. Notwithstanding the foregoing, if the Carrier is held liable for delay or any consequential damage by a court of competent jurisdiction then such liability shall be limited by application of Clause 14 below.

9. Liberties. In any situation whether existing or anticipated before commencement or during the voyage, including but not limited to political turmoil, strikes, work stoppages or bad weather, which, in the Carrier's or Master's judgment, may give rise to risk of damage, delay or disadvantage to the Vessel, her cargo or persons aboard, or make it imprudent to begin or continue the voyage or to enter or discharge at any port or give rise to delay or difficulty in arriving or leaving any port, the Carrier may decline to receive, keep or load the Goods or may discharge the Goods at any safe port or retain the Goods on board until the return trip or such time as the Master thinks advisable or may forward or transship the Goods by any means, but always at the risk and expense of the Goods, or may require the Merchant to take delivery at port of shipment or elsewhere and if Merchant fails to do so promptly, the Carrier may store the Goods at the expense and risk of the Goods or invoke the provisions of Clause 7, above. For extra services rendered pursuant to this clause the Carrier shall be entitled to reasonable extra compensation. Carrier to be free from any liability whatsoever for loss of or damage to Goods if such loss or damage is the result of Carrier following the directions of any Government or Authority.

10. Transshipment. Where the Goods are consigned to a port or place, not directly served by the Carrier and transshipment is indicated on the face hereof by having Boxes 4, 5, 9 and 10 filled-in, the Carrier may, without notice, transship the Goods by any other vessel or other means of transportation not operated by the Carrier. The Carrier, in making any arrangements for transshipment by any means of transportation not operated by it, shall be deemed the AGENT of the Merchant without any other responsibility whatsoever.

11. Goods Not Identifiable. Goods not identifiable by marks or numbers shall be allocated for completing delivery to the various consignees of Goods of like character, in proportion to any apparent loss or damage. Any loss or damage to combined shipments of bulk cargo shall be apportioned among such combined shipments.

12. Freight and Charges. Carrier's Lien. The calculation of ocean freight shall be at the sole discretion of the Carrier and subject to Carrier's Tariff. In the event that freight is calculated on the basis of the Shipper's Particulars, the Carrier may, without notice to Merchant, open the containers or packages and examine, weigh and measure the Goods to verify freight charges and if such particulars are found to be erroneous and additional freight is payable, the Merchant shall be liable therefore and also for any expense thereby incurred. Full freight to the named port of discharge and other charges (including charges by Participating Carriers) shall be completely earned on receipt of the Goods by the Carrier, whether prepaid or collect and the Carrier shall be entitled to all freight and charges and any extra expenses incurred in respect of the Goods, whether actually paid or not, and to receive and retain them under all circumstances, Vessel and/or Goods lost or damaged, or the voyage changed, broken-up, frustrated or abandoned. All unpaid freight and charges shall be paid in full, without offset, counterclaim or deduction, in the currency designated by the Carrier. The Carrier shall have a lien on the Goods, for all freight charges and other Charges referred to in this Bill of Lading and may enforce this lien by public or private sale, at Carrier's option, without notice to the Merchant and shall be entitled to recover all expenses and attorney's fees. It is understood and agreed that the Carrier's lien shall include any sums owed by Merchant to Carrier, regardless of whether such sums were incurred on the voyage for which this Bill of Lading is issued. Carrier's lien shall survive delivery of the Goods and shall apply to the proceeds of any sale of the Goods. The Merchant shall remain liable to Carrier for any Charges or sums still due and owing to Carrier after the Carrier has exercised its lien. The entities identified in the definition of Merchant herein shall be jointly and severally liable to the Carrier for the payment of all freight and charges and for the performance of the obligations of each of them hereunder. Payment by Merchant of any Charges to any freight broker, forwarder, person, firm or corporation engaged by any party to perform forwarding services with respect to the cargo shall not be considered payment to the Carrier. Failure of such third parties to pay any part of the freight to the Carrier shall be considered a default by the Merchant in the payment of freight or charges.

13. General Average and Salvage. General Average shall be adjusted, stated and settled at New York according to York-Antwerp Rules 1994 except Rule XXII (or any subsequent amendments thereto) and, as to matters not therein provided for, according to the laws and usages at New York. Average agreement or bond and such cash deposit (payable at Carrier's option in United States currency) as the Carrier may require as additional security for the contribution of the Goods and salvage and special charges thereon, shall be furnished before delivery. In the event of accident, danger, damage or disaster, before or after 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, as determined by a duly appointed independent General Average Adjuster, and his determination as to liability for General Average contribution and his computation for the same shall be final and binding on all parties to the venture. If a salvaging ship is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salvaging ship or ships belong to strangers.

14. Limitation Per Package or Freight Unit. In case of any loss or damage to or in connection with Goods or deck cargo exceeding in actual value $500.00, lawful money of the United States, per package or in case of Goods not shipped in packages, per customary freight unit, the value of the Goods shall be deemed to be $500.00 per package or per customary freight unit and the Carrier's liability (including that of any Participating Carrier) in any capacity including as agent for arranging on-carriage, if any, shall be determined on a value of $500.00 per package or per customary freight unit. The Merchant may avoid the application of the package limitation by declaring the full value of the Goods to the Carrier at the time of booking, to be noted on the face hereof and by tendering an additional freight charge to Carrier, in accordance with the Carrier's Tariff. Merchant's failure to tender payment of additional Freight will render any declaration of full value null and void. Declaration of full value and entry of a declared value on the face hereof shall have no force or effect without Merchant's payment of additional freight charges. In the event that the actual value of the Goods per package or per customary freight unit shall exceed such declared value, the value shall nevertheless be deemed the declared value and the Carrier's liability in any capacity, if any, shall not exceed the declared value. In no event shall the Carrier be liable for any amount in excess of the actual value of the Goods. In the event that the carriage of the Goods under this Bill of Lading begins with a Participating Carrier subject to the provisions of the Carmack Amendments, the Merchant may receive full Carmack liability coverage by paying an extra freight charge as provided for in the immediately preceding paragraph. Merchant's failure to declare the actual value of the Goods indicates Merchant's waiver of full Carmack recovery and acceptance of the COGSA limitation of liability scheme throughout the carriage of the Goods. Carrier and Merchant agree that any motor vehicle or piece of self-propelled equipment shall be considered a single package for limitation purposes and the Carrier's liability for loss or damage to such motor vehicle or self-propelled equipment shall be US$500.00 subject to increase if actual value is declared by and additional freight paid by the Merchant as provided above. Carrier does not accept liability for any contents of such motor vehicle or self-propelled equipment unless such contents is declared to the Carrier before shipment and additional charges are paid. 15. Limitation of Liability and Fire Statutes. The Carrier whether owner, charterer by demise, time, space or voyage of the vessel, shall be entitled to the full benefit of, right to, all limitations of, or exemption from, liability contained in Sections 30501 to 30512 both inclusive of Title 46 of the U.S. Code ("Limitation of Ship Owner's Liability Act & Fire Statute"), including any re-codification and/or amendments thereto, and any other provisions of the laws of the United States or of any other country whose laws shall apply. Nothing in this bill of Lading shall operate to limit or deprive the Carrier of any statutory protection or exemption from, or limitation of liability, which would have been applicable in the absence of any terms set forth herein, or to increase its responsibilities or liabilities under any statute. 16. Notice of Loss. Time Bar. Law and Jurisdiction. Notice of loss or damage to Goods or any other claim of whatsoever description and its general nature must be given in writing to the Carrier or its agent at the port of discharge or place of delivery before or at the time of the removal of the Goods into the custody of the person entitled to delivery. If the loss or damage is not apparent at the time of delivery, written notice must be given within three days of the delivery. In any event, the Carrier, the Vessel and others mentioned receiving the protections of this Bill of Lading, shall be discharged from liability in any capacity unless suit is brought within one year after delivery or the date when Goods should have been delivered. Any claim by or on behalf of Carrier against Merchant or the Goods shall not be limited by this provision. All legal actions alleging any claim, causes of action or any dispute whatsoever, arising under or in connection with this Bill of Lading shall be subject to the sole and exclusive jurisdiction of the United States District Court, Southern District of New York, and U.S. Admiralty and Maritime Law, including U.S. COGSA, 1936, and its $500.00 limitation shall be applied in such legal action. By entering into this Bill of Lading contract, Merchant agrees to submit itself to the jurisdiction of said court and waives any defense of lack of personal jurisdiction. In the event and to the extent that U.S. Admiralty and Maritime Law does not apply to any issue that may arise as a result of this Bill of Lading contract, then the laws of the State of New York shall apple, save for the New York conflict of law rules. 17. Both to Blame Collision. If the vessel comes into collision with another vessel or vessels or any other object, as a result of fault or negligence on the part of the other vessel or other object, or of those charged with the operation or maintenance thereof, and any act, neglect or default of the Master, pilot, mariners or servants of the Carrier in the navigation or management of the vessel, the Merchant will indemnify the Carrier against all loss or liability, to other or non-carrying vessel or vessels or other objects or her, it's or their owners insofar as such loss or liability represents loss of, of damage to, or any claim whatsoever of said Goods or the owner thereof, paid or payable by the other or non-carrying vessel or vessels or other objects, or subject to set-off, recoupment or recovery by the other non-carrying vessel or vessels or other objects or her, it's or their owners as part of their claim against the carrying vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than or in addition to, the colliding vessel or objects are at fault in respect of a collision or contact. This clause is to remain in effect in other jurisdictions even if unenforceable in the Courts of the United States of America. 18. Combined Transport. If "Place of Receipt" and/or "Place of Delivery", Boxes 4 and 10 on the face hereof, are filled out, and the applicable freight is paid, this is a Combined Transport Bill of Lading. Where, in case of Combined Transport, the loss or damage has occurred during the non-maritime part of the carriage (during land or air carriage), the liability of the Carrier in respect of such loss or damage shall be determined in accordance with this Bill of Lading. The Carrier, in making any arrangements for combined carriage by any means of transportation not operated by it, shall be deemed the AGENT of the Merchant without any other responsibility whatsoever. In the event that the Carrier is found to be liable in such circumstances, the Carrier's liability shall be limited to US$500.00 per package or per customary freight unit as provided in Clause 14, above. 19. Refrigeration, Heating, Insulation, or Ventilation. Special containers or cargo space with refrigeration or heating or insulation or mechanical ventilation shall not be furnished unless contracted for on the face of this Bill of Lading and extra freight paid. If a carriage temperature is noted on the bill of lading, the Merchant shall deliver Goods to the Carrier at plus or minus 2 Degrees F of the noted temperature, and the Carrier shall exercise reasonable care to maintain such temperature, plus or minus 5 Degrees F while the Goods are in Carrier's possession. The Carrier shall not be responsible for control and care of refrigeration units on containers when such containers are not in the actual possession of the Carrier. It shall be the responsibility of the Merchant to inspect any refrigerated, ventilated or mechanical container upon receipt, before loading Goods into said container. Merchant's acceptance and use of any tendered container shall constitute Merchant's agreement that the tendered container was fit for all purposes and in good working condition. IT IS THE MERCHANT'S OBLIGATION TO SET THE TEMPERATURE CONTROLS ON THE CONTAINER AT THE REQUIRED CARRYING TEMPERATURE AND TO CONFIRM THAT THE REFRIGERATION EQUIPMENT IS OPERATING PRIOR TO TENDER TO THE CARRIER. Carrier does not undertake to deliver empty refrigerated containers to Merchant at any specific temperature and will not accept any container loaded by the Merchant for shipment that is not set at the contracted carrying temperature. The Carrier does not warrant refrigeration machinery but shall exercise reasonable care in its operation and maintenance while in the actual possession of the Carrier. Carrier will not accept responsibility for the recording of temperatures in any form other than any Reefer Log Book maintained on board the carrying vessel. Carrier will not guarantee compliance with any governmental program or protocol unless noted on the front hereof and unless additional freight is paid. 20. U.S. Trade Routes. If this Bill of Lading is issued for carriage originating in, transshipped through or delivered at any place in the United States of America, then this Bill of Lading shall be exclusively subject to the United States Carriage of Goods by Sea Act and nothing contained herein shall constitute a waiver by the Carrier of any of the rights, defenses and limitations contained in said Act. Specifically and without limitation, any claim for damage and/or loss of cargo shall be subject to the US$500.00 limitation contained in the U.S. Carriage of Goods by Sea Act and nothing herein shall constitute an agreement by the Carrier to increase said limitation amount on its own behalf or on behalf of any other party to which the protections of this Bill of Lading are extended. The terms and provisions of the United States Federal Bill of Lading Act or any amendments thereto ("Pomerene Act") are hereby incorporated into this Bill of Lading contract for any shipment originating outside of the United States of America or its territories or possessions, which is destined for delivery in the United States of America or its territories or possessions, as if said Act was compulsorily applicable to such carriage. 21. Dangerous Goods. No Goods which are or may become dangerous, inflammable or damaging (including radioactive material), or which may become liable to damage any property whatsoever, shall be tendered to the Carrier for carriage without the express written consent of the Carrier and without the container or other covering in which the Goods are to be carried as well as the Goods themselves being distinctly marked on the outside so as to indicate the nature and character of any such Goods and so as to comply with any applicable laws, regulations or requirements. If any such Goods are delivered to the Carrier without such written consent and/or markings, or if in the opinion of the Carrier the Goods are or are in the future liable to become dangerous, inflammable or damaging, they may be at any time destroyed or disposed of, or abandoned or rendered harmless without notice and without compensation to the Merchant and without prejudice to the Carrier's right to freight and the Carrier's right to seek damages for any loss or expense associated with the Goods, including reasonable attorney fees. The Merchant undertakes that such Goods are packed in a manner adequate to withstand the risks of carriage having regard to their nature and compliance with all laws or regulations which may be applicable to the carriage. Whether or not the Merchant was aware of the nature of the Goods, the Merchant shall indemnify the Carrier against all claims, losses, damages and expenses arising in consequence of the carriage of such Goods, including but not limited to damage to the Vessel, property of the Carrier and its agents and servants as well as cargo and property belonging to third parties. Merchant shall indemnify and hold Carrier harmless in the event that Merchants' cargo is used to forward and/or transport any materials of a terrorist nature. Nothing in this Clause shall act to deprive the Carrier of any right, limitation and/or exception appearing herein or available to it at law. 22. Separability of Terms. Final Contract. The terms of this bill of lading shall be separable and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, it shall be invalid to that extent, but no further and such circumstance shall not affect the validity or enforceability of any other term or provision hereof. This bill of lading is the final contract between the parties which supersedes any prior agreement or understanding,