



**MEDITERRANEAN SHIPPING COMPANY S.A.**

12-14, chemin Rieu, 1208 GENEVA, Switzerland  
Website : [www.msc.com](http://www.msc.com)

SCAC Code: MSCU

**BILL OF LADING No. MEDUL6776701**  
**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 AYLLON  
PH: 51 1 6193900 / MGALLARDO@ACPAGRO.COM

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)  
FCL Special contract: R08719040000014  
Lloyds/Imo number = 9227314  
DESTINATION AGENT ADDRESS:  
Mediterranean Shipping Company (Nederland) B.V.  
Blaak Office Tower  
Blaak 555  
NL - 3011 GB ROTTERDAM  
Phone: +31 102178600

CONSIGNEE: This B/L is not negotiable unless marked "To Order" or "To Order of..." here.  
COMEXA  
ZONE EURODELTA 5 BOULEVARD DU DELTA BP 70103 94658 RUNGIS CEDEX  
FRANCE  
PHONE: 00 33 1 46 86 71 77 FAX: 00 33 1 46 86 80 43 CONTACT: SEB SELLEM  
E-MAIL : COMEXA@COMEXASAS.FR; PHILIPPE.LECOINTRE@COMEXASAS.FR;  
VIRGINIE.MIRRETT@COMEXASAS.FR

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.

NOTIFY PARTIES: (No responsibility shall attach to the Carrier or to his Agent for failure to notify - see Clause 20)  
LCL (THE NETHERLANDS) BV  
HANDELSWEG 40 2988 DB RIDDERKERK .NETHERLANDS  
EOR: NL 850074277 CTC: MELANIE / ED VAN HAAK  
PH: 31180460772 FAX: 31 180460771  
OPS.NL@LCLCLOG.COM/MELANIE@LCLCLOG.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

VESSEL & VOYAGE NO. (see Clauses 8 & 9)  
MSC ZLATA R. NQ229R

PORT OF LOADING  
PAITA

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

BOOKING REF. (or) SHIPPER'S REF.  
087LIM487507

PORT OF DISCHARGE  
ROTTERDAM

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 Bill of Lading Rider page(s), if applicable)	Gross Cargo Weight	Measurement
MEDU9613367/40'HR TARE: 4400 kg Seal:FJ14520446 Seal:0010421 Seal:002AU159761	Continued from CARRIER'S AGENTS ENDORSEMENTS: Conditions available at <a href="https://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions">https://www.msc.com/per/contract-of-carriage/msc-peru-terms-conditions</a> 1 x 40' CNTR(S) S.T.C. 5280 BOXES WITH FRESH AVOCADOS VARIETY HASS 5280 CAJAS CON PALTAS FRESCAS VARIEDAD HASS TERMOREGISTROS: 5034097702/8401873222/8401873321 P.A. 0804.40.00.00  THE REEFER TEMPERATURE TO BE SET AT 6 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS 5280 BOXES Temp. 6C	24120.000 kg	
TOTAL TARE: 4400.00 kg		TOTALS: 24120.000 kg	

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

TERMINAL HANDLING CHARGE - EUR 305.00 - COLL  
PANAMA CANAL EMERGENCY SURCHARGE - USD 30.00 - PREP  
SEAFREIGHT - USD 7278.00 - PREP  
CARRIER SECURITY FEE - USD 11.00 - PREP  
CARGO DATA DECLARATION - USD 25.00 - PREP  
BUNKER RECOVERY CHARGE - USD 1256.00 - PREP

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, 25/07/2022

SHIPPED ON BOARD DATE  
25/07/2022

# MEDITERRANEAN SHIPPING COMPANY S.A.

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 or lashed 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 annexed 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 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 Guard:** 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.  
**Person or Persons:** includes the owner, charterer and operators of the Vessel(s) other than the Carrier, as well as stevedores, terminal and groupage 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 receiver 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, notwithstanding anything to the contrary herein, as if such terms and conditions were expressly for their benefit. In entering into this contract, the Carrier, to the extent of such terms and conditions, does so on its own behalf and also as agent and on behalf of such servant, agent 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 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, notwithstanding anything to the contrary herein, and if any such claim or allegation should nevertheless be made, 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 when 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 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 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 applicable, the liability 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 any court shall determine that no international convention, national law or regulation would have been compulsorily applicable to the particular stage of transport, then 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 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 applicable, the liability 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.  
(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 is under 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** - 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 it 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 Pomeroy 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, notwithstanding contained herein to be deemed a carrier by the carrier, 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" shall be 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.

## 7. COMPENSATION AND LIABILITY PROVISIONS

7.1 Compensation shall be payable to the Merchant 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 Rules or Hague-Visby Rules, whichever are compulsorily applicable.  
(b) If and to the extent the Hague Rules apply only contractually pursuant to clause 5.1, the Carrier's liability for loss of or damage to the Goods shall be limited to the amount provided for in the Hague Rules or Hague-Visby 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.  
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 above, 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 carrier.  
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

The scope of the voyage contract for the Goods to include usual and 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-boat storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or off any particular Vessel, date, time or advertised port of call, or to arrive at any particular time, 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 conveyance used to transport the Goods, or 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 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 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 notice 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 order of the ports named in this Bill of Lading, and for claims relating to loss or damage (including but not limited to the use of off-boat storage at any port);  
(d) 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-boat storage at any port);  
(e) 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-boat storage at any port) 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.  
9.2 The Carrier shall be liable to the Merchant for any loss or damage to the Goods, 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, and for claims relating to loss or damage, and for claims relating to loss or damage 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 of 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 Port of Discharge, or the date of loss or 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).  
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 of America, 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 and its agent in any such suit. The Merchant waives any objection to the personal jurisdiction over the Merchant of the above agreed fora.  
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 United States of America, in which case the 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, 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 apply to the extent that the defect is apparent upon inspection by the Merchant at or prior 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 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 customs or security control intact, or the Carrier can establish bona fide circumstances in which the original seal was replaced, 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, including reasonable legal expenses and costs, 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 Bill of Lading and extra Freight paid. If a carrying temperature is noted on the front of this Bill of Lading, the Merchant shall deliver the Goods to the Carrier at plus or minus 2 degrees Celsius above or below the carrying temperature and the Carrier shall maintain such supply air temperature, plus or minus 2 degrees Celsius while the Goods are in its possession. IT IS THE MERCHANT'S OBLIGATION TO SET AND/OR CHECK THAT THE TEMPERATURE CONTROLS ON THE CONTAINER ARE SET AND/OR CHECKED AT THE PORT OF LOADING AND TO PROPERLY SET THE VENTS. The Carrier does not undertake to deliver empty refrigerated Containers to the Merchant at any specific temperature. The Carrier has the right but not the obligation to refuse to accept any Container loaded by the Merchant for shipment where the Goods are not or were not loaded in the manner specified on the front of this Bill of Lading.  
12.2 The Merchant shall take note that refrigerated Containers are not designed:  
(a) to cool or freeze Goods which have been loaded into a Container at a temperature higher than their design or 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  
(b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is influenced by many external factors the Carrier does not guarantee and is not responsible for the maintenance of humidity levels.  
12.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, breakdown, detosting, stoppage of the refrigerating or any other specialised machinery, plant, equipment or any other equipment or appliance used for the additional cargo log book maintenance or diligence before releasing the empty Container to the Shipper.  
12.4 The Carrier does not warrant refrigeration or heating machinery, but shall exercise care in its operation and maintenance while in the actual possession of the Carrier. The Carrier will not accept responsibility for any loss or damage to the Goods or any other cargo log book maintained on board the Vessel. The Carrier does not accept to comply with 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 Merchant.  
**Special circumstances** - If it appears at any time that the Goods cannot safely or properly be carried or further, either at all or without incurring any additional expense or taking any measures to reduce the risk of loss or damage to the Goods, the Carrier may, at its sole option, refuse to carry the Goods and/or incur any reasonable additional expense to carry or to continue the carriage of the Goods, and/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 Bill of Lading. 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 This Bill of Lading shall be prima facie evidence of the receipt by the Carrier 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 Notwithstanding the above, the Carrier shall not be liable for any loss or damage to the Goods, including but not limited to the use of off-boat storage at any port, if the Merchant has not checked by or on behalf of the Merchant on receipt of this Bill of Lading and that such particulars, and any other particulars furnished by or on behalf of the Merchant, are adequate and correct. The Merchant warrants that the Goods are safely and properly packed in the Container.  
14.3 The Merchant warrants that the Goods are safely and properly packed in the Container. The Goods contain no 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 to the Carrier and that the Carrier has accepted the Goods for carriage under this Bill of Lading. Containers, Vessel or Person during the carriage.  
14.4 If any particulars of any letter of credit and/or import licence 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 and the Merchant has not checked by or on behalf of the Merchant on receipt of this Bill of Lading, 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 Bill of Lading, 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 cost of the Goods) for the foregoing, and shall be liable for any loss or damage incurred or suffered by reason thereof, or by reason of any illegal, incorrect or insufficient declaration, marking, numbering or addressing of the Goods, and shall indemnify the Carrier in respect thereof, including but not limited to the use of off-boat storage at any port.  
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 a breach or infringement of a trademark, patent or other intellectual property right, the Carrier will not be liable 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.  
14.8 The Carrier allows a period of free time for the use of the Containers and other equipment in accordance with the Tariff and as advised by the local MSC agent at the Ports of Loading and discharge. Free time commences from the day the Container and other equipment is collected by the Merchant from the Vessel or is delivered to the Place of Delivery as the case may be. The Merchant is required and has the responsibility to return to a place nominated by the Carrier the Container and other equipment before or at the end of the free time allowed at the Port of Discharge or Place of Delivery. If the Merchant does not return the Containers and other equipment to the Carrier thereafter in accordance with the Tariff,  
14.9 The Merchant shall redeliver, to a place nominated by the Carrier, the Containers and other equipment in the good order and condition, undamaged, empty, clean, dried and with all fittings installed by the Merchant removed and replaced. Any loss, damage or other debris inside, the Merchant shall be liable to indemnify the Carrier for any and 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 requirements or handling instructions for the Goods. Such Goods shall be distinctly marked on the outside of the Container as well as on the outside of the packaging inside the Container so as to indicate the nature thereof and the marking must comply with the requirements of any applicable regulations.  
15.2 The Merchant shall be fully liable for and shall indemnify, hold harmless 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 by the Goods or the Vessel or Person during the carriage, 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 found to be incorrect, the Freight is 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 received or not. Freight shall be payable by the Merchant at the time of delivery of the Goods, or cargo lost or not lost or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deduction.  
16.3 Every Person defined as "Merchant" in clause 1 shall be jointly and severally liable to the Carrier for the Freight and charges and for the performance of the obligations of each of them hereunder. 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 charges by such Person shall be deemed to be payment by the Merchant. The Merchant shall be deemed to be the agent of the Carrier for the purpose of the Freight to the Carrier shall be considered a default by the Merchant 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 AND FOR CHARGES AND FOR THE PERFORMANCE OF THE OBLIGATIONS OF EACH OF THEM HEREUNDER. 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 CHARGES BY SUCH PERSON SHALL BE DEEMED TO BE PAYMENT BY THE MERCHANT. THE MERCHANT SHALL BE DEEMED TO BE THE AGENT OF THE CARRIER FOR THE PURPOSE OF THE FREIGHT TO THE CARRIER SHALL BE CONSIDERED A DEFAULT BY THE MERCHANT IN THE PAYMENT OF FREIGHT.

## 18. OPTIONAL STOWAGE, DECK CARGO AND LIFESTOCK

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 under deck. If carried on deck, the Carrier shall not be required to note, mark or stamp on the Bill of Lading or any statement for the Goods carried. Save as provided in clause 18.2 such Goods (except livestock) carried on or under deck and whether or not stowed 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 any applicable international convention 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, ratracks or platforms, and which are stowed on the front hereof to be carried on deck, and all livestock, whether carried on or under deck, shall be deemed to be carried on deck and whether or not the Merchant is aware of the nature of such Goods or the Vessel or Person during the carriage, whether caused by seaworthiness 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 carriage is or is likely to be affected by any hindrance, risk, danger, delay, deviation or other matter, the Carrier shall have the right to suspend, stop, discharge, deviate, delay or otherwise deal with the Goods and/or the Vessel, and the Carrier shall not be liable to the Merchant for the exercise of reasonable endeavours, (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into) and the Carrier shall have the right to exercise such powers 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 contracted Port of Discharge or Place of Delivery, whichever is applicable, by an alternative route to that indicated in this Bill of Lading or that which is used for Goods consigned to the 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 this Bill of Lading and endeavour to forward them as soon as possible, but the Carrier may not be liable for any loss or damage to the Goods or the Vessel or Person during the carriage, whether caused by seaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.

## 20. NOTIFICATION AND DELIVERY

20.1 Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the convenience of the Merchant and shall not constitute an absolute or exclusive obligation to notify the Merchant of any obligation hereunder.  
20.2 The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff and this Bill of Lading. If the Merchant does not take delivery of the Goods within the time provided for in the Carrier's applicable Tariff and this Bill of Lading, the Merchant shall be deemed to have accepted the Goods and shall be liable for any loss or damage to the Goods or the Vessel or Person during the carriage, whether caused by seaworthiness or negligence or any other cause whatsoever and the Hague Rules or the COGSA shall not apply.  
20.3 If the Goods are unclaimed within a reasonable time or whenever in the Carrier's opinion the Vessel is not to be chartered by the Merchant, the Carrier shall have the right to sell or otherwise dispose of the Goods at its discretion and without prejudice to any other rights which it may have against the Merchant, without notice and without any responsibility attaching to it, sell, abandon or otherwise dispose of the Goods at the sole risk and expense of the Merchant and without any liability to the Merchant for the proceeds of the sums due to the Carrier from the Merchant under or in connection with this Bill of Lading.  
20.4 Refusal by the Merchant to take delivery of the Goods in accordance with the terms of this clause shall not constitute an absolute or exclusive obligation to notify the Merchant of any obligation hereunder. The Carrier shall be entitled to an indemnity from the Merchant for all costs whatsoever incurred, including legal expenses, for the cleaning and disposal of Goods refused and/or abandoned by the Merchant.

## 21. BOTH TO BLAME COLLISION CLAUSE

If the Vessel comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or management of the Vessel, the owners of the Goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said Goods, paid or payable by the other or non-carrying ship or her owners to the owners of said Goods and self-recovered or recovered by the other or non-carrying ship or her owners as part of their claim against the Vessel or Carrier. The foregoing provisions shall also apply where the owners, operators or those in charge of any ship or other objects other than, or in addition to, the colliding ships or objects are at fault in respect of a collision or contact.

## 22. GENERAL AVERAGE AND SALVAGE

General Average shall be adjusted, settled and settled at any port or place at the Carrier's option according to York - Antwerp Rules 1994 except Rule XXII and, as to matters not therein provided for, according to the laws and usages of any port or place at the Carrier's option, save that General Average on a Vessel not chartered by the Carrier shall be adjusted according to the requirements of the owner or operator of that Vessel. Average agreement or bond and cash deposit payable at Carrier's option in United States currency) as the Carrier may require as additional security for the adjustment of the Goods and salvage and special charges thereon, shall be furnished before delivery or forwarding.  
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 consequences of which, the Carrier is liable, the Merchant shall contribute to the General Average of the Merchant shall, jointly and severally, contribute with the Carrier in General Average to the payment of any such losses, losses, or expenses of a General Average nature that may be made or incurred, and shall pay average and special charges and other expenses of a General Average nature as an independent General Average adjuster duly appointed by the Carrier, 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 full as if the salvaging ship were owned or operated by the Carrier. The Merchant or the Carrier or its agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the Goods, Shippers, Consignees or owners of the Goods to the Carrier before delivery.

## 23. SEPARABILITY AND VARIATION OF TERMS, FINAL CONTRACT

The terms of this Bill of Lading shall be separate and, if any term or provision hereof or any part of any term or provision shall be invalid to any extent, such invalidity shall not affect the validity 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, whether written or oral, and shall be deemed to be the entire agreement between the Merchant and the Carrier, when such other contract and this Bill of Lading shall be construed together. This Bill of Lading and its terms and conditions may not be changed orally.

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