



MEDITERRANEAN SHIPPING COMPANY S.A.

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

SCAC Code: MSCU

SEA WAYBILL No. MEDUL6984453
NON-NEGOTIABLE COPY

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

NO. & SEQUENCE OF SEA WAYBILLS
0/ZERO

NO. OF RIDER PAGES
NIL

SHIPPER:
AGROPALL EXPORT SAC
RUC: 20523895002
CAL. CLARK 4B URB. CLARK INT. 01 ESPALDAS DE LA CALLE
MENDIBURO PIURA- PIURA-PIURA - PERU
ROSA ELIAS 989001413/RELIAS@AGROPALL.COM

CARRIER'S AGENTS ENDORSEMENTS: (Include Agent(s) at POD)
FCL/FCL Special contract: R0871107000026
Lloyds/Imo number = 9227338
BY KEEPING VENTS OPEN WHEN DEHUMIDIFICATION MODE ACTIVE THE MACHINERY MIGHT HAVE PROBLEMS WITH DAMP WEATHER TO KEEP

CONSIGNEE: This B/L is not negotiable unless marked "To Order" or "To Order of..." here.
CENTRAL AMERICAN PRODUCE, INC.
675 SW 12TH AVENUE, SUITE 100
POMPANO BEACH, FL 33069 CTC: JHON MULLER
TLF: (954)-868-6709 EMAIL: JOHN@CAPCOFARMS.COM;
JORGE@CAPCOFARMS.COM;

HUMIDITY LEVEL UNDER THE SETTING REQUESTED AND THEREFORE CARRIER CANNOT BE HELD IF EXCESSIVE HUMIDITY OCCURS'
SHIPPER DECLARES THAT ANY APLICABLE WOOD PACKAGING MATERIALS COMPLY UIT 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)
ADVANCE CUSTOMS BROKERS
1400 NO. AVENIDA 79 MIAMI, FL 33126
PH: 17864760700 FAX: 17864760706
EMAIL: ACBOCEAN@ADVANCECUSTOMSBROKERS.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-co>

VESSEL & VOYAGE NO. (see Clauses 8 & 9)
MSC JULIA R. NQ252R

PORT OF LOADING
PAITA

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

BOOKING REF. (or) SHIPPER'S REF.
087LIM509722

PORT OF DISCHARGE
PHILADELPHIA

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

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

Container Numbers, Seal Numbers and Marks	Description of Packages and Goods (Continued on attached Sea Waybill Rider page(s), if applicable)	Gross Cargo Weight	Measurement
SEGU9135161/40'HR TARE: 4400 kg Seal:FJ14555943 Seal:003PL025504 Seal:3663775	1 x 40' CNTR(S) FRESH MANGOES MANGOS FRESCOS P.A. 0804.50.20.00 THERMOGRAPHS 5034103033-5034103060 TEMPERATURE: 9 C FREIGHT COLLECT THE REEFER TEMPERATURE TO BE SET AT 9 DEGREES CELSIUS IN ACCORDANCE WITH SHIPPER'S INSTRUCTIONS 5700 BOXES Temp. 9C	24700.000 kg	
TOTAL TARE: 4400.00 kg	EXPRESS BILL	TOTALS: 24700.000 kg	

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

QUARTELY BUNKER RECOVERY CHARGE - USD 1242.00 - COLL
COLLECTION FEE - USD 51.79 - COLL
CARRIER SECURITY FEE - USD 11.00 - COLL
CHASSIS USAGE CHARGE - USD 125.00 - COLL
SEAFREIGHT - USD 6417.00 - COLL
LOGISTIC FEE - USD 2071.50 - COLL
LOW SULPHUR FUEL CONTRIBUTION - USD 100.00 - COLL
PANAMA CANAL EMERGENCY SURCHARGE - USD 30.00 - COLL
ISPS - INTERN. SHIP AND PORT SECURITY CHARGE - USD 18.00 - COLL
WHARFAGE - USD 75.00 - COLL

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

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

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

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

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

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

PLACE AND DATE OF ISSUE
PAITA, 2/01/2023

SHIPPED ON BOARD DATE
2/01/2023



MEDITERRANEAN SHIPPING COMPANY S.A. CONTRACT OF CARRIAGE CONTINUED FROM THE FRONT PAGE.

1. DEFINITIONS
The following definitions shall apply in this Sea Waybill.
Freight means the Freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the relevant provisions, Combined Transport consists of a Port-to-Port carriage and inland Transport.
Container: includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate Goods and any connected or accessory equipment.
Freight: includes the Freight and all charges, costs and expenses whatsoever payable to the Carrier in accordance with the applicable Tariff and this Sea Waybill, including storage, per diem and demurrage.
Goods: includes the whole or any part of cargo carried under this Sea Waybill, including any packing materials, dunnage materials and Merchandise or loose 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 accepted at Brussels on 23 February 1968, and 21st December 1979 (SDR Protocol) where applicable. Notwithstanding anything to the contrary herein it is expressly agreed that nothing herein shall contractually apply the Hague-Visby Rules to this Sea Waybill and they shall apply only when said Goods are loaded or unloaded at a port of call.
Inland Transport: means carriage during Combined Transport other than between the Port of Loading and the Port of Discharge.
Person: includes whomever, Consignee, holder of this Sea Waybill, the receiver of the Goods and any Person owning, entitled to or claiming the possession of the Goods or of this Sea Waybill or anyone acting on behalf of this Person.
Person: includes any contractor, 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.
Pomeroy Act: means the United States Federal Sea Waybill Act, 1916 49 U.S.C. 801 or any amendments thereto.
Port: includes any port, wharf, pier, quay, anchorage, mooring, berth, dock, basin, wharves, or other waterfront utilized by the Carrier for carriage by sea.

2. CONTRACTING PARTIES AND WARRANTY
This contract is entered into between the Carrier and the Shipper. The Shipper, who is the only party entitled to give the Carrier instructions in relation to this contract of carriage, undertakes to provide the Merchant and in particular the Consignee with a legible copy of all the terms and conditions contained in this Sea Waybill. The Shipper warrants that the Merchant is fully and solely liable for all the various undertakings, responsibilities and liabilities of the Merchant under or in connection with this Sea Waybill and to pay the Freight due under it without deduction or set-off. The Shipper warrants that in agreeing to the terms and conditions of this contract of carriage, the Merchant is acting in full and free authority of the owner of the Goods, or of the Person entitled to the possession of the Goods or of this Sea Waybill, or of the Merchant.

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

4. SUBCONTRACTING AND INDEMNITY
4.1 The Carrier shall subcontract on any terms whatsoever the whole or any part of the carriage, including liability to further 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 a liability or charge on or against the Carrier or any of its servants, agents or Subcontractors in connection with the Goods or the carriage of the Goods whether or not arising out of negligence on the part of such Person, if any such claim or allegation should nevertheless be made, the Carrier shall be deemed to be indemnified by the Merchant. Without prejudice to the foregoing, every such servant, agent and Subcontractor shall have the benefit of all terms and conditions of whatsoever nature contained herein or otherwise benefiting the Carrier under this Sea Waybill, as if such terms and conditions were expressly included in this contract. The Carrier shall be deemed to be indemnified by the Merchant in respect of the extent of such terms and conditions, does so on its own behalf and also as agent and trustee for such servants, agents and Subcontractors.
4.3 The provisions of clause 4.2, including but not limited to the undertaking of the Merchant contained herein, shall extend to all claims or allegations of whatsoever nature against the Merchant concerning space on the Vessel.
4.4 The Merchant further undertakes that no claim or allegation in respect of the Goods shall be made against the Carrier or any of its servants, agents or Subcontractors or any of them any liability whatsoever in connection with the Goods or the carriage of the Goods other than in accordance with the terms and conditions of this Sea Waybill, whether or not arising out of negligence or misdelivery on the part of the Carrier or any of its servants, agents or Subcontractors, or any of them, to indemnify the Carrier against all consequences thereof.

5. CARRIER'S RESPONSIBILITY
5.1 Port-to-Port carriage - Carriage under this Sea Waybill is Port-to-Port.
(a) The period of responsibility of the Carrier for any loss of or damage to the Goods shall commence only at the moment that the Goods are loaded on board the Vessel and shall end when the Goods have been removed from the Vessel at the Port of Discharge.
(b) This Sea Waybill shall be subject to the Hague Rules unless the governing law makes the Hague or the Hague-Visby Rules compulsorily applicable in which case the said Hague or Hague-Visby Rules shall apply to this contract of carriage to the extent that they are compulsorily applicable.
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, other than in contract, tort, bailment or otherwise to all or any part of the period before loading, or after unloading, or during the Port-to-Port carriage, the Carrier shall be deemed to have the 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 period by sea.
5.2 Combined Transport - The Carrier's liability for Combined Transport shall be as follows:
5.2.1 Where the loss or damage occurred during the Port-to-Port section of the carriage, the liability of the Carrier shall be determined in accordance with the provisions of the COGSA as incorporated herein and save as otherwise provided herein shall be subject to the provisions of the Carrier's liability exceeding GBP 100 sterling per liter per package, or
(b) if the provisions contained in any international convention, national law or regulation which have been compulsorily applicable in the case where a separate contract had been made in respect of the particular stage of transport, contracted, or
(c) if no international convention, national law or regulation would have been compulsorily applicable, by the terms 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 adopt and incorporate by reference, it being agreed that the Carrier's rights and liabilities shall be those of the Subcontractor carrier for that stage of transport, and the Carrier's liability shall exceed GBP 100 sterling per liter per package, or
(d) if any court shall determine that no international convention, national law or regulation would have been compulsorily applicable in the case where a separate contract had been made in respect of the particular stage of transport, then it is contractually agreed as between the Merchant and the Carrier that the Carrier's liability shall be determined in accordance with the provisions of the Carrier's liability exceeding GBP 100 sterling per liter per package, or
(e) if the place of loss or damage cannot be established by the Merchant, then the loss or damage shall be determined as provided in 5.1, above.
5.2.2 Any transport that the Carrier arranges for the Merchant which is not part of the carriage under this Sea Waybill is done under the Carrier's own responsibility, 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 Port of Call requires the Goods to be presented to the Customs or Port Authorities to be effected by the customs or port authorities at the Port of Discharge or Place of Delivery, notwithstanding anything to the contrary herein, delivery of the Goods by the Carrier to such customs or port authorities shall be deemed to be 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.
5.4 Notwithstanding the application to this Sea Waybill of the Hague Rules, or the Hague-Visby Rules, or of any similar convention or legislation, THIS SEA WAYBILL IS NOT A DOCUMENT OF TITLE TO THE GOODS.

6. U.S. TRADE CLAUSES
6.1 Notwithstanding the provisions of clause 5, for carriage to or from any port of the United States, its territories or possessions, or if suit is brought in the United States, this Sea Waybill shall have effect subject to the provisions of the COGSA and to the provisions of the Pomeroy Act regardless of whether said law would apply to the carriage of the Goods. The Carrier's liability shall be determined 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 of any of its servants, agents or Subcontractors, and the Carrier shall be deemed to have assumed responsibility for the Goods which occurs for any reason whatsoever after delivery of the Goods by the Carrier to the customs or port authorities.
6.2 For limitation purposes under the COGSA, it is agreed that the meaning of the term "package" shall be any palletised and/or unitised, regardless of whether said pallet or unit is disclosed on the front hereof.

7. COMPENSATION AND LIABILITY PROVISIONS
7.1 Subject always to the Carrier's right to limit liability as provided for herein, if the Carrier is liable for compensation in respect of loss of or damage to the Goods, such compensation shall be determined by reference to the invoice value of the Goods, plus Freight and insurance if paid. If there is no invoice value of the Goods or if any such invoice is not bona fide, such compensation shall be calculated by reference to the market value of the Goods at the place and time of loss or damage, or the value of the Goods at the time of delivery 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 of similar quality.
7.2 Save as is provided in clause 7.3.
7.3 If and to the extent that the Hague Rules or the Hague-Visby Rules are compulsorily applicable to this Sea Waybill by virtue of clauses 5.1, 5.2.1 or 5.2.2 (c) or (d) or otherwise, the Carrier's liability for breaches or wrongs occurring during such period of compulsory application shall in no event whatsoever exceed the amounts provided in the Hague Rules or Hague-Visby Rules, whichever are compulsorily applicable.
(b) If and to the extent the Hague Rules apply only contractually pursuant to clause 5, the Carrier's normal liability shall in no event whatsoever exceed GBP 100 sterling per liter per package or unit.
7.2.2 Where COGSA applies by virtue of clause 6, neither the Carrier nor the Vessel shall in any event be or become liable in an amount exceeding US\$500 per package or per customary freight unit.
7.3 The Merchant agrees that the Carrier has no obligation to pay or reimburse the value of the Goods. Higher compensation than that provided for in this Sea Waybill may be claimed only when, with the written confirmation of the Carrier, the value of the Goods declared by the Shipper upon delivery to the

Carrier has been stated by the Carrier in the box marked "Declared Value" on the front of this Sea Waybill and ad valorem charges paid. In that case, the amount of the Declared Value shall be substituted for the limits provided in this Sea Waybill. Any partial loss or damage shall be adjusted pro rata on the basis of such Declared Value.
7.4 Nothing in this Sea Waybill shall operate to limit or deprive the Carrier of any statutory protection, defence, exemption or limitation of liability authorised by any applicable laws, statutes or regulations of any country which may be applicable to the carriage of the Goods under this Sea Waybill. 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 the rights of the Merchant against any third party. The Merchant shall sign a subrogation receipt, release and indemnify immediately when requested by the Carrier.

8. SCOPE OF VOYAGE, DELAY, CONSEQUENTIAL DAMAGES
The scope of voyage herein contracted for may or may not include usual or customary or advertised ports of call whether named in this Sea Waybill contract or not and may include transport of the Goods to or from any facilities used by the Carrier for the purpose of loading, unloading, or off-loading storage. The Carrier does not promise or undertake to load, carry or discharge the Goods on or by any particular Vessel, date or time, advertised sailings and arrivals are only estimated times, and such schedules may be advanced, delayed or cancelled without notice. In no event shall the Carrier be liable for consequential damage or any other loss or expense arising from any vessel or other conveyances used to transport the Goods by sea or otherwise. If the Carrier should nevertheless be held liable legally 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 from time to time substitute the method or route of carriage.
(a) use any means of transport or storage whatsoever;
(b) transfer the Goods from one conveyance to another including transhipping or carrying the Goods on a Vessel other than the Vessel named on the front hereof or by any other means of transport whatsoever, either by transshipment or forwarding of the Goods by such means may not have been contemplated or provided for herein;
(c) sail without pilots, proceeding via any route (whether or not the nearest or most direct or customary or safest route) at the discretion of the Carrier, and to use any port or place whatsoever (including the Port of Loading, provided one or more often, and in any order in or out of the route or in a contrary direction to or beyond the Port of Discharge once or more often;
(d) load, unload or discharge at any place or port (whether or not the Port is named on the front hereof) or any place of Loading, unloading, discharge and stow the Goods at any such port or place, including but not limited to the use of off-dock storage at any port;
(e) comply with any orders or recommendations given by any government or authority or any Person or body to whomsoever in charge of any government or authority or having under the terms of the insurance of any conveyance employed by the Carrier the right to give orders or directions.
9.2 The liberties set out in clause 9.1 may be invoked by the Carrier for any purpose whatsoever whether or not the Carrier is liable for the loss of or damage to the Goods, including, but not limited to, the Goods, bunkering or embarking or disembarking any Person(s), undergoing repairs and/or drying, towing or being towed, assisting other vessels, making trials and adjusting instruments. Anything done or omitted in accordance with clause 9.1, or any delay arising therefrom shall be deemed to be without contractual carriage and shall not be a deviation.

10. NOTICE OF CLAIMS, TIME BAR AND JURISDICTION
10.1 Notice of any claim must be given in writing to the Carrier or its agent at the Port of Discharge before or at the time of delivery. If the loss or damage is not apparent before or at the time of delivery, notice must be given within three (3) days of delivery to the Merchant or its agent. Claims shall be submitted in writing to the Carrier or its agent at the United States District Court for the Southern District of New York and U.S. law shall exclusively apply. The Merchant agrees that it shall not institute suit in any other court and agrees to be responsible for the reasonable legal expenses and costs of the Carrier in removing a suit filed in another forum. The Merchant waives any objection to the jurisdiction of the United States District Court for the Southern District of New York and U.S. law 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 District Court for 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 are packed in the Container supplied or for carriage by Container between the Ports or Places specified herein, or
(c) the unsuitability or defective condition of the Container or the incorrect setting of any refrigeration control or other equipment in the Container, or
(d) any other cause which otherwise noted on the original seal or label of the Container, or
(e) any unsuitability or defective condition which would have been apparent upon inspection by the Merchant at or prior to the time when the Container was packed, or
(f) packing refrigerated Goods that are not properly pre-cooled to the correct temperature for carriage or otherwise refrigerated or otherwise cooled prior to the time when the Container was packed.
11.3 The Merchant is responsible for the packing and sealing of all Merchant-packed Containers and, if a Merchant-packed Container is delivered by the Carrier with an original seal as affixed by the Merchant or carrier, the Carrier shall not be liable for any shortage of Goods ascertained upon delivery.
11.4 The Merchant shall indemnify the Carrier against any loss, damage, liability or expense whatsoever and whatsoever arising caused by one or more of the matters referred to in clause 11.2, including but not limited to damage to Container, other cargo and the Vessel.

12. REFRIGERATION, HEATING, INSULATION
12.1 Special Containers with refrigeration, heating or insulation shall not be furnished unless contracted for on the front of this Sea Waybill and extra Freight paid. If a carrying temperature is noted on the front of the container, the Carrier shall exercise due diligence to maintain such temperature, plus or minus 2 degrees Celsius while the Goods are in its possession. IF IS THE MERCHANT'S OBLIGATION TO MAINTAIN THE CARRYING TEMPERATURE AND TO PROPERLY SET THE VENTS. THE CARRIER DOES NOT UNDERTAKE TO DELIVER REFRIGERATED CONTAINERS TO THE MERCHANT AT ANY SPECIFIC TEMPERATURE. THE CARRIER HAS THE RIGHT BUT NOT THE OBLIGATION TO REFUSE ANY CONTAINER LOADED BY THE MERCHANT OR OTHER PARTY INTO THE CONTAINER WITHIN PLUS OR MINUS 2 DEGREES CELSIUS OF THE CONTRACTED CARRYING TEMPERATURE.
12.2 The Merchant must take note that refrigerated Containers are not designed:
(a) to maintain a temperature higher than the temperature of the air surrounding their designated carrying temperature. The Carrier shall not be responsible for the consequences of the Goods being loaded at a higher temperature than that required for the carriage; nor
(b) to monitor and control humidity levels, even if a setting facility exists, and because humidity is not controlled, the Carrier shall not be responsible for the consequences of any intended level of humidity inside any Container.
12.3 The Carrier shall not be liable for any loss or damage to the Goods arising from latent defects, including but not limited to refrigeration, heating or insulation machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.
12.4 The Carrier shall not be responsible for the maintenance, repair or replacement of any machinery, plant, insulation and/or apparatus of the Container and any other facilities, provided that the Carrier exercised due diligence before releasing the empty Container to the Shipper.

13. INSPECTION OF GOODS AND SPECIAL CIRCUMSTANCES
13.1 The Carrier 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 carried further, either at all or without incurring any additional expense or taking any measures in relation to the Container or the Goods, the Carrier may without notice to the Merchant (but as his agent only) take any measures and/or incur any reasonable additional expense to carry or to continue the carriage of the Goods, to contraband, dunnage, other legal substances or storeways, and any hazardous or potentially dangerous materials or substances, or any other hazardous or potentially dangerous materials and they will not cause loss, damage or expense to the Carrier, or to any other cargo. Special Circumstances shall include, but not be limited to, the following:
14.5 If any particulars of any letter of credit and/or import license and/or sales contract and/or invoice or other number and/or details of any contract to which the Carrier is not a party are shown on the front hereof, such particulars shall be deemed to be the Merchant's responsibility and the Carrier shall be deemed to be the Merchant's agent for the purpose of the Merchant's obligation to issue and sign 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 securely packed in the Container.
14.6 The Merchant also warrants that the Goods and/or Merchant-packed Containers are lawful Goods, conforming to all applicable laws, regulations, customs, port and other authorities, and that they will not cause loss, damage or expense to the Carrier, or to any other cargo. Special Circumstances shall include, but not be limited to, the following:
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